

भारत का राजपत्र **The Gazette of India**

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No. 45, NEW DELHI, SATURDAY, NOVEMBER 9, 1968/KARTIKA 18. 1890

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस

NOTICE

नीचे लिखे भारत के असाधारण राजपत्र 7 अक्टूबर, 1968 तक प्रकाशित किये गये :—

The undermentioned Gazette of India Extraordinary were published up to the 7th October, 1968 :—

Issue No.	No and Date	Issued by	Subject
368	S. O. 3514, dated 5th October, 1968.	Ministry of Commerce	Further amendments to the Exports (Control) Order, 1968.
369	S. O. 3515, dated 5th October 1968.	Do.	Delegation of powers to the Government of the State of Jammu and Kashmir in relation to all commodities other than foodstuffs and fertilizers whether inorganic, organic or mixed.
एच० ओ० 3516	दिनांक 5 अक्टूबर 1968।	वाणिज्य मंत्रालय	जम्मू व काश्मीर राज की सरकार को, खाद्य पदार्थों व उर्वरकों (चाहे वे कार्बनिक हों अकार्बनिक हों या मिश्रित हों) को छड़क का अर्थ सब वस्तुओं के सम्बन्ध में शक्तियाँ प्रदान करना।

Issue No.	No. and Date	Issued by	Subject
370	S. O. 3517 dated 7th October, 1968.	Ministry of Commerce	Amendments to the notification No. S. O. 3222 dated 8th September, 1968.
	S. O. 3518, dated 7th October, 1968.	Do.	Corrigendum to notification No. S. O. 3222, dated 8th September, 1967.
371	S. O. 3519, dated 7th October, 1968.	Election Commission of India.	Bye-election of the Madhugiri Parliamentary Constituency of the State of Mysore.
	S. O. 3520, dated 7th October, 1968.	Do.	Appointment of dates for the above bye-election (S.O. 3519)
	S. O. 3521, dated 7th October, 1968.	Do.	Fixation of hours for the above bye-election (S.O. 3519)
	S. O. 3522, dated 7th October, 1968.	Do.	Appointment of the Assistant Commissioner of Madhugiri and Chickballapur Sub-Divisions to assist the Returning Officer for the above bye-election (S. O. 3519).
372	S. O. 3523, dated 7th October, 1968.	Do.	Amendment in the notification No. 56 68-VIII (S. O. 2960), dated 31st August, 1968.
373	S. O. 3524, dated 7th October, 1968.	Ministry of Labour, Employment and Rehabilitation.	Adjudicating the dispute between the employer and workmen in the Times of India Bombay and Delhi, in respect of the implementation of the recommendations of the Wage Board for nonjournalist employees.
374	S. O. 3525, dated 7th October, 1968.	Ministry of Finance	Appointment of certain persons as Valuers for a period of five years.
375	S. O. 3526, dated 7th October, 1968.	Ministry of Labour, Employment and Rehabilitation.	The Bombay Chipping and Poling Workers (Regulation of Employment) Scheme, 1968

ऊपर लिखे समाधारण राजपत्रों की प्रतियां प्रकाशन प्रबन्धक, विविध भाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेज दी जायेगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख में 10 दिन के भीतर पहुंच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़ कर)

के द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF COMMERCE

(Office of the Jt. Chief Controller of Imports and Exports)

ORDERS

Calcutta, the 25th October 1968

S.O. 3902.—A licence No P/E/0144577/C/XX/27/C/27-28 dated 11th June, 1968, of the value of Rs. 673 for import of Potassium Carbonate was issued to M/s C. A. Mohammed, 23, Pollock Street, Calcutta.

2. Thereafter, a show cause notice No. 116/68/E&L dated 26th July, 1968, was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the above licence was issued through inadvertance in terms of Clause 9, sub-clause (a).

3. In response to the aforesaid show cause notice, M/s. C. A. Mohammed, 23, Pollock Street, Calcutta had, by their letter dated 5th August, 1968, furnished a detailed explanation. In their said reply, the firm contained, that the licence was not issued through inadvertance.

4. The undersigned has carefully examined the said representation and has come to the conclusion that the above licence was issued through inadvertance.

5. Having regard to what has been stated in the proceeding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned in exercise of the powers vested in him under Clause 9, sub-clause (a) of the Imports (Control) Order 1955 hereby cancel the licence No. P/E/0144577/C/XX/27/C/27-28 dated 11th June, 1968, for Rs. 673 issued in favour of M/s. C. A. Mohammed, 23, Pollock Street, Calcutta

[No. 116/68/E&L.]

S.O. 3903.—A licence No P/E/0144398/C/XX/27/C/27-28 dated 23rd May, 1968, of the value of Rs. 1,000 for import of Potassium Carbonate was issued to M/s. Aryan Drug House P. Ltd., Kalikumar Banerjee Lane, Calcutta-2

2. Thereafter, a show cause notice No. 116/68/E&L dated 26th July, 1968, was issued asking them to show cause within 15 days as to why the said licence in their favour should not be cancelled on the ground that the above licence was issued through inadvertance in terms of Clause 9, sub-clause (a).

3. In response to the aforesaid show cause notice, M/s. Aryan Drug House P. Ltd., 3, Kalikumar Banerjee Lane, Calcutta-2 had, by their letter dated 1st August, 1968, furnished a detailed explanation and had also asked for personal hearing with the undersigned which was allowed to their representative on 26th August, 1968. In their said reply and at the time of personal hearing, the firm contended:

(a) that the licence was not issued through inadvertance.

4. The undersigned has carefully examined the said representation and has come to the conclusion that

(a) the above licence was issued through inadvertance.

5. Having regard to what has been stated in the proceeding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned in exercise of the powers vested in him under Clause 9

sub-clause (a) of the Imports (Control) Order, 1955 hereby cancel the licence No. P/E/0144398/C/XX/27/C/27-28 Annual dated 23rd May, 1968, for Rs. 1,000 issued in favour of M/s. Aryan Drug House P. Ltd., 3, Kalikumar Banerjee Lane, Calcutta-2.

[No. 116/68/E&L.]

S.O. 3904.—A licence No. P/E/0144375/C/XX/27/C/27-28 dated 21st May, 1968, of the value of Rs. 1,000 for import of Potassium Carbonate was issued to M/s. F. E. Sachce & Co., 16, Rabindra Sarani, Calcutta-1.

2. Thereafter, a show cause notice No. 116/68/E&L dated 26th July, 1968, was issued asking them to show cause within 15 days as to why the licence in their favour should not be cancelled on the ground that the above licence was issued through inadvertance in terms of Clause 9, sub-clause (a).

3. In response to the aforesaid show cause notice, M/s. F.E. Sachce & Co., 16, Rabindra Sarani, Calcutta-1 had, by their letter dated 8th August, 1968, furnished a detailed explanation and had also asked for personal hearing with the undersigned which was allowed to their representative on 28th August, 1968. In their said reply and at the time of personal hearing, the firm contended that the licence was not issued through inadvertance.

4. The undersigned has carefully examined the said representation and has come to the conclusion that the above licence was issued through inadvertance.

5. Having regard to what has been stated in the preceeding paragraph, the undersigned is satisfied that the licence in question should be cancelled or otherwise rendered ineffective. Therefore, the undersigned, in exercise of the powers vested in him under Clause 9, sub-clause (a) of the Imports (Control) Order, 1955 hereby cancel the licence No. P/E/0144375/C/XX/27/C/27-28 dated 21st May, 1968, for Rs. 1,000 issued in favour of M/s. F. E. Sachce & Co., 16, Rabindra Sarani, Calcutta-1.

[No. 116/68/E&L.]

J. MUKHERJI.

Dy. Chief Controller of Imports & Exports.

(Office of the Chief Controller of Imports and Exports)

(Baggage Licensing Section)

ORDER

New Delhi, the 30th October 1968

S.O. 3905.—Shri Davloor Ramkrishna was granted Custom Clearance Permit No. P/J/2364235/N/MN/28/H/27.28 dated 23rd August, 1968 for Rs. 15,000/- for import of his car. He has applied for a duplicate of custom clearance permit on the ground that the original custom clearance permit has been lost/misplaced. It is further stated that the original Custom Clearance permit was not registered with any Customs House and not utilised.

In support of this contention Shri Davloor Ramkrishna has filed an affidavit. I am satisfied that the original Custom clearance permit No. P/J/2364235 has been lost or misplaced and direct that a duplicate Custom Clearance Permit should be issued to him. The original custom clearance permit is cancelled.

[No. 2(B-183)/68.69/BLS/4029.]

P. C. NANDA,

Deputy Chief Controller of Imports & Exports,
for Chief Controller of Imports & Exports.

MINISTRY OF TRANSPORT AND SHIPPING

(Transport Wing)

New Delhi, the 25th October 1968

S O. 3395—In exercise of the powers conferred by sub-section (1) of section 218 of the Merchant Shipping Act, 1958 (41 of 1958), read with rules 3 and 4 of the National Welfare Board for Seafarers Rules, 1963, the Central Government hereby constitutes, for a period of two years from the date of publication of this notification in the Gazette of India, the National Welfare Board for Seafarers, consisting of the following members, namely :—

Chairman

1. The Minister incharge of Shipping (*ex-officio*).

Members

2. Shri K. D. Firozi, 202, North Avenue, New Delhi. Member of Parliament, Lok Sabha.
3. Shri C. K. Chakrapani, 4, Asoka Road, New Delhi. Do.
4. Shri R. T. Prasadiah, 2, South Avenue, New Delhi. Member of Parliament, Rajya Sabha.
5. Sri Naraindas Singh Mitha, Member of Parliament, Lok Sabha and Chairman National Shipping Board, Transport Bhawan, 1, Parliament Street, New Delhi. Non official Member.
6. Shri Raghunath Singh, Chairman, Hindustan Zinc Ltd. C-586 Defence Colony, New Delhi. Non-official member.
7. Shrimati Savitri Nigam, 13, Rakabganj Road, New Delhi-1. Do.
8. The Director General of Shipping, Bombay. Member (*ex-officio*)
9. Deputy Secretary dealing with Seaman's Welfare, Ministry of Transport and Shipping New Delhi. Representative of the Central Government.
10. Shri K. N. Lahiri, Deputy Conservator, Marmugao Port Trust, Marmugao. Do.
11. Captain P. Alexander, Principal, Lal Bahadur Shastri Nautical and Engineering College, Bombay. Do.
12. Shri T. V. Prabhu, Under Secretary, Ministry of Finance (T & P), New Delhi. Do.
13. Shri K. D. Hulela, Under Secretary, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) New Delhi. Do.
14. Shri B. S. Singh, Deputy Secretary, Ministry of Health, Family Planning and Urban Development, New Delhi. Do.
15. State Port Officer, Machilipatnam Port, Andhra Pradesh. Representative of the Government of Andhra Pradesh.
16. Shri I. P. Das, Director of Ports, Ahmedabad. Representative of the Government of Gujarat.
17. Shri P. P. Prasad, State Port Officer, Ernakulam. Representative of the Government of Kerala.
18. Shri L. G. Hirdas, State Port Officer, Madras. Representative of the Government of Madras.
19. Commissioner of Labour, Maharashtra Government, Bombay. Representative of the Government of Maharashtra.
20. Shri K. K. S. Kanungo, State Port Officer, Mangalore. Representative of the Government of Mysore.
21. Representative of the Government of Orissa.
22. Labour Commissioner, Calcutta, West Bengal. Representative of the Government of West Bengal.

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| 23. Shri S. R. Kulkarni, Trustee, Bombay Port Trust, Bombay. | Representative of the Bombay Port Trust. |
| 24. Deputy Chairman, Commissioners for the Port of Calcutta, Calcutta. | Representative of the Commissioners for the Port of Calcutta. |
| 25. Shri J. Cyril Raj, Secretary, Cochin Port Trust, Cochin. | Representative of the Cochin Port Trust. |
| 26. Captain D. V. Singh, Deputy Conservator, Kandla Port Trust, Gandhidham (Kutch). | Representative of the Kandla Port Trust. |
| 27. Shri V. V. Seshadri, Deputy Port Conservator, Madras Port Trust, Madras. | Representative of the Madras Port Trust. |
| 28. Captain S. N. Bayankar, Deputy Conservator, Visakhapatnam Port Trust, Visakhapatnam. | Representative of the Visakhapatnam Port Trust. |
| 29. Shri C. P. Srivastava, Chairman and Managing Director, Shipping Corporation of India Ltd., Steelcrete House, Dinshaw Wacha Road, Bombay-1. | Representative of shipowners. |
| 30. Captain J. C. Anani, Messrs. Port Ocean Steamship Private Ltd., 221, Dr. Dadabhoy Naoroji Road, Fort, Bombay-1. | Representative of shipowners. |
| 31. Shri G. D. Vel, The Scindia Steam Navigation Co., Ltd., Scinda House, Ballard Estate, Bombay-1. | Do. |
| 32. Mr. J. W. Anson, Owners/Agents' Committee (Crews), 4, Ballard Road, Ballard Estate, Bombay-1. | Do. |
| 33. Captain A. B. McSweeney, Calcutta Liners' Conference (Crews), 16, Strand Road, Calcutta. | Do. |
| 34. Shri K. P. Kolah, Joint Secretary, Maritime Union of India, 204, Dr. Dadabhoy Naoroji Road, Fort, Bombay-1. | Representative of seafarers. |
| 35. Shri K. K. Khadilkar, C/o National Union of Seafarers of India, 4, Goa Street, Fort Bombay-1. | Do. |
| 36. Shri Leo Barnes, C/o National Union of Seafarers of India, 4, Goa Street, Fort, Bombay-1. | Do. |
| 37. Shri Bikas Majumdar, National Union of Seamen of India, 10-2, Wangunee Street, Calcutta-23. | Do. |
| 38. Dr. Shanti Parek, Seth Sadan, Block B-11, Sitala-Jevi Temple Road, Bombay 16. | Do. |
| 39. Captain D. Mungat, C/o Messrs. Ericsson and Richards, 32, Nool Road, Ballard Estate, Bombay-1. | Representative of the Company of Master Mariners of India. |
| 40. Shri K. Parthasarathy, Principal Officer, M. M. Department, Old High Court Buildings, Post Box No. 268, Madras. | Representative of societies interested in the welfare of seamen. |
| 41. Shri S. K. Bose, Director, Seamen's Employment Office, Marine House, Hastings, Calcutta-22. | Do. |
| 42. Shri K. G. Deshpande, Shipping Master, Bombay. | Do. |
| 43. Shri V. R. Ramaswamy, Messrs. Lionel Edwards & Co., Calcutta. | Do. |
| 44. Deputy Director General of Shipping incharge of Seamen's Welfare (<i>ex-officio</i>). | Member-Secretary. |

[No. 14-MT(12)/68].

K. V. SANKARAN, Dy. Secy.

MINISTRY OF PETROLEUM & CHEMICALS**(Department of Chemicals)**

New Delhi, the 29th October 1968

S.O. 3907.—In exercise of the powers conferred by sub-section (1) of section 19 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), the Central Government hereby authorizes each of the officers of the Government of Uttar Pradesh specified

in the Schedule below to exercise the powers specified in clauses (a), (b) and (c) of the said section in so far as they relate to the industry specified in sub-item (1) of item 26 of the First Schedule to the said Act.

SCHEDULE

1. Excise Commissioner.
2. Deputy Excise Commissioner.
3. Assistant Excise Commissioner.
4. Superintendent of Excise.
5. Excise Inspector.

[No. 4/2/68/Ch. I.]

S.O. 3908.—In pursuance of sub-clause (2) of clause 11 of the Molasses Control Order, 1961, the Central Government hereby directs that the provisions of sub-clause (1) of the said clause shall come into force in the entire Mysore State with effect from the 16th day of November, 1968.

[No. 4/19/68/Ch. I.]

S. SUNDARAJAN, Dy. Secy.

पेट्रोलियम और रसायन मंत्रालय
(रसायन विभाग)

नई दिल्ली, 29 अक्टूबर, 1968

सांविधिक आदेश 3909—इण्डस्ट्रीज (डिवैल्युमेंट और रेग्युलेशन) एक्ट, 1951 (1951 का 65) की धारा 19 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार उत्तर-प्रदेश सरकार के निम्न सूची में निर्दिष्ट प्रत्येक अफसर को उक्त धारा के (क), (ख) और (ग) खण्डों में निर्दिष्ट शक्तियों का जहां तक वे उक्त अधिनियम की प्रथम सूची के मद संख्या 26 के उप-मद (1) में लिखित उद्योग से सम्बन्धित हैं; प्रयोग करने का अधिकार देती है।

सूची

1. उत्पादन शुल्क आयुक्त
2. उत्पादन शुल्क उप-आयुक्त
3. उत्पादन-शुल्क सहायक-आयुक्त
4. उत्पादन-शुल्क अधीक्षक
5. उत्पादन शुल्क निरीक्षक

[संख्या 4/2/68 केमी-1]

सांविधिक आदेश 3910—सीरा नियंत्रण आदेश, 1961 की धारा 11 की उप-धारा (2) के अनुसार केन्द्रीय सरकार निदेश देती है कि उक्त धारा की उप धारा (1) के उपबन्ध सारे मैसूर राज्य में 16 नवम्बर, 1968 से लागू होंगे।

[संख्या 4/19/68/केमी-1]

एस० सुन्दराराजन,
उप-सचिव, भारत सरकार।

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 14th October 1968

S.O. 3911.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government after consultation with the Central Board of Film Censors hereby appoints Mrs. Mary Clubwala Jadhav as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. 11/3/68-FC.]

S.O. 3912.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government after consultation with the Central Board of Film Censors hereby appoints Dr. (Miss) Labhuben S. Soneji, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. 11/2/68-FC.]

S.O. 3913.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government after consultation with the Central Board of Film Censors hereby appoints Dr. (Miss) Labhuben S. Soneji, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

[No. 11/2/68-FC.]

New Delhi the 26th October-1968

S.O. 3914.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952 and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Smt. Leela Damodra Menon as a member of the Advisory Panel of the Central Board of Film Censors at Madras with immediate effect.

[No. 11/3/68-F(C).]

H. B. KANSAL, Under Secy.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 25 अक्टूबर 1968

एस० ओ० 3915.—चलचित्र अधिनियम, 1952 की धारा 5(1) और चलचित्र (सेंसर) नियमावली, 1958 के नियम 8 के उपनियम (3) के साथ पठित नियम 9 के उपनियम (2) द्वारा दिये गये अधिनियमों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्वारा केन्द्रीय फिल्म सेंसर बोर्ड से परामर्श करके, डा० (कुमारी) लभूबेन एस० सोनेजी को अभी से उक्त बोर्ड के वम्बई सलाहकार मण्डल, का फिर से सदस्य नियुक्त किया है।

[फाईल संख्या 11/2/68 एफ (सी)]

एस० ओ० 3916.—चलचित्र अधिनियम, 1952 की धारा 5(1) और चलचित्र (सेंसर) नियमावली, 1958 के नियम 8 के उपनियम (3) के साथ पठित नियम 9 के उपनियम (2) द्वारा दिये गये अधिनियमों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्वारा केन्द्रीय फिल्म सेंसर बोर्ड से परामर्श करके, प्रो० यार० एन० पाण्डे को अभी से उक्त बोर्ड के वम्बई सलाहकार मण्डल का सदस्य नियुक्त किया है।

[फाईल संख्या 11/2/68 एफ (सी)]

एस० नो० 3917.—चलचित्र अधिनियम, 1952 की धारा 5(1) ग्रीर चलचित्र (सेंसर) नियमावली, 1958 के नियम 8 के उप-नियम (3) के साथ पठित नियम 9 के उप-नियम (2) द्वारा दिए गए अधिकारों का प्रयोग करते हुए, केन्द्रीय सरकार ने एतद्द्वारा केन्द्रीय फिल्म सेंसर बोर्ड से परामर्श करके, मेरी क्लवबाला जाषव को अभी से उक्त बोर्ड के मद्रास सलाहकार मण्डल का फिर से सदस्य नियुक्त किया है।

[फाईल संख्या 11/3/68-एक (सी).]

नई दिल्ली, 26 अक्टूबर 1968

एस० नो० 3918.—चलचित्र अधिनियम, 1952 की धारा 5(1) ग्रीर चलचित्र (सेंसर) नियमावली, 1958 के नियम 8 के उप-नियम (3) के साथ पठित नियम 9 के उप-नियम 2 द्वारा दिए गए अधिकारों का प्रयोग करते हुए केन्द्रीय सरकार ने श्रीमती लीला दामोदर मैनन को अभी से उक्त बोर्ड के मद्रास सलाहकार मण्डल, का सदस्य नियुक्त किया है।

[फाईल संख्या 11/3/68-एक (सी)]

हरि बाबू कंसल, अवर सचिव।

ORDERS

New Delhi the 26th October 1968

3.O. 3919.—In pursuance of the directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule

THE FIRST SCHEDULE

- (1) Sub-Section (4) of Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XI of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	International Tourist Fair '67	300-50M	Director of Publicity Gov- ernment of Maharashtra Film Centre, 68 Tardeo Road, Bombay-34.		Documentary Film (For release in Maharashtra Circuit).

S.O. 3920.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Bombay Act XVII of 1953).
- (3) Sub-section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Jeevan Dayini Aushadhiyan	426·72M	Shri Prakash Arora C/o Director of Information Government of Gujarat, Ahmedabad.		Documentary film (For release in Gujarat Circuit only).

[No. F. 24/1/68-JP App. 1297]

S.O. 3921.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

Sub-Section (4) of Section 5 of the Uttar Pradesh Cinemas (Regulation) Act, 1955 (Uttar Pradesh Act No. 3 of 1956)

THE SECOND SCHEDULE

S. No.	Title of the film	Length 35 mm	Name of the Applicant.	Name of the Producer.	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film
1	2	3	4	5	6
1	Sunehre Moti	298·09M	Director of Information Government of Uttar Pradesh, Lucknow.		Film intended for educa- tional purposes (For release in U.P. Circuit only).

[No. F. 24/1/68-FP App. 1298]

BANU RAM AGGARWAL, Under Secretary.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION

(Department of Labour and Employment)

New Delhi, the 23rd October 1968

S.O. 3922.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the Industrial Dispute between the employers in relation to the Madras Dock Labour Board, Madras, and their workmen, which was received by the Central Government on 17th October, 1968.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Wednesday, the 11th day of September 1968

PRESENT:

Thiru M. Tajammul Hussain, B.A., B.L., Industrial Tribunal, Madras

INDUSTRIAL DISPUTE NO. 51 OF 1968

(In the matter of the dispute between the workmen and the management of Madras Dock Labour Board, Madras).

BETWEEN:

1. The General Secretary, Madras Harbour Workers' Union, 'Bhagat House', No. 1/73, Broadway, Madras.
2. The General Secretary, Madras Port and Dock Workers Congress, 11, Phillips Street, Madras-1.
3. The General Secretary, Madras Port and Dock Workers Progressive Union, North Beach Road, Madras.

AND

1. The Chairman, Madras Stevedores' Association, North Beach Road, Madras.
2. The Vice Chairman, Madras Stevedores' Association, North Beach Road, Madras.
3. The Chairman, Madras Dock Labour Board, Madras.

REFERENCE:

Order No. 29(12)/68-LR (dt. not clearly shown) of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) Government of India, New Delhi.

This dispute coming on for final hearing before me on Saturday the 31st day of August 1968 upon perusing the reference, claim statements, counter statements filed by the 3rd management and all other material papers on record and upon hearing the arguments of Thiru A. Srinivasan, Secretary of the First Union, Thiru S. M. Narayanan General Secretary of the 2nd Union and Thiru M. John, General Secretary of the 3rd Union and of Thiru G. Venkataraman, advocate for the 3rd Management and the Managements 1 and 2 not appearing in person or by advocates and not filing counter statement and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

The Central Government has referred this Industrial Dispute between the Madras Dock Labour Board, Madras and their workmen represented by Madras Port and Dock Workers Congress, Madras Harbour Workers Union and Madras Port and Dock Workers Progressive Union, Madras relating to the promotion to the category of Tindals. The matter referred to for adjudication are these:

- (1) Whether regular promotion to the category of Tindals should be limited to Winchmen as at present or thrown open also to Mazdoors who have been acting in casual vacancies over long periods as per Clause 30 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956. if the Mazdoors are to be so promoted, on what qualifying terms
- (2) Whether the Madras Dock Workers (Regulation of Employment) Scheme, 1956 should be amended to remove the existing anomalies in regard to promotion to the category of Tindals in casual vacancies and on a regular basis and if so, whether the same conditions must be prescribed for both types of promotions or any distinction should be drawn between the two.

2. The Madras Harbour Workers' Union has filed a claim statement. According to the claim statement, this dispute is mainly concerned with stevedore workers employed by the respondent—management. These workers are governed by the Madras Dock Workers

(Regulation of Employment) Scheme, 1956. The various categories of stevedore workers are, Tindals, Winchmen, Signalmen and Mazdoors. These categories of workers are registered workers under the Madras Dock Workers Scheme and their names are entered under their respective categories in a register called "Reserve Pool Register." The stevedore working is done by workers organised in gangs, each consisting of one Tindal and 9 Mazdoors. Each category is a separate one. A Mazdoor is appointed to the post of a Winchman or Signalmen only after he undergoes a training and obtains a certificate from the Dock Safety Inspector. Originally it was the practice of the management to promote only Mazdoors to the post of Tindals whenever a regular vacancy arose. In 1966, a special category called "Signalmen" was created. Under the scheme it is not mentioned that Winchman is the next lower category to that of Tindal.

3. The respondent management is now promoting only the Winchmen to the post of Tindal in a regular vacancy and the senior most Mazdoor in the shift to the post of a Tindal in a casual vacancy. Reserve Pool Mazdoors have got a better claim than the Winchmen for being promoted as Tindals. In Bombay and Calcutta, only the senior Mazdoors are promoted in the casual as well as regular vacancies of Tindals. According to the claim statement, regular promotion to the category of Tindals should be thrown open to Mazdoors, who have been acting in casual vacancies for long periods and the promotion of Mazdoors and Winchmen should be on a rotation basis.

4. Madras Port & Dock Workers' Congress has filed a separate claim statement contending that this Tribunal has no jurisdiction to amend the statutory scheme made under Section 4(1) of the Dock Workers (Regulation and Employment) Act, 1948. The scheme can be amended only by the authorities mentioned in Sec. 4 of the 1948 Act.

5. The post of Tindal carries higher emoluments than the post of Winchmen. The post of Winchmen carries higher emoluments than the post of Signalmen and mazdoors. Casual vacancies in the post of Tindal are filled up under Clause 30 of the scheme by allowing the senior most mazdoors to work as Tindal as the Winchmen are not to be disturbed for such casual vacancies. Reserve pool mazdoors have not got any better claim for promotion as Tindals than the Winchmen. The issue regarding the promotion as Tindals was already raised before the High Court of Madras in Writ Petition No. 1321 of 1966 and the High Court has upheld the action of the Dock Labour Board in promoting the Winchmen as Tindals since the Dock Labour Board has been consistently treating the category of Winchmen as higher than the category of Stevedore Mazdoors.

6. The Madras Port & Dock Workers Progressive Union filed a separate claim statement. According to that claim statement, there is no justification for promoting the Winchmen as Tindals. The Board had allowed the Mazdoors to act as Tindals for about 7 to 8 years and not yet confirmed them to their acting post. As per clause 19 of the scheme, the next lower category of the workers should be given preference when considering for promotion. The Winchmen are not considered as part of them.

7. The Madras Dock Labour Board filed a counter statement. According to the counter statement, the Madras Dock Workers (Regulation of Employment) Scheme, 1956 is a statutory scheme framed under Section 4(1) of the Dock Workers (Regulation of Employment) Act, 1948. The statute provides the mode and manner for amending the scheme. The scheme being a statutory scheme, could not form subject-matter of reference to this Tribunal. The scheme does not require to be amended. In W. P. 1321/66 the High Court negatived the contention that the post of Tindal should be filled by rotation from the categories of mazdoors and Winchmen.

8. In practice, mazdoors are treated to be in lower category than the Winchmen. The posts of Tindals, Winchmen and Signalmen are not separate or independent categories. The interpretation of clause 19 of the Scheme followed by the Board all these years, has been approved and held to be correct in W.P. 1321/66. It is contended that the Winchmen are not entitled to any relief.

9. The issues that arise for consideration are those referred to this Tribunal for adjudication, and are set out in the schedule to the reference. They are as follows:

- (1) Whether regular promotion to the category of Tindals should be limited to Winchmen as at present or thrown open also to Mazdoors who have been acting in casual vacancies over long periods as per Clause 30 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956, if the Mazdoors are to be so promoted, on what qualifying terms.
- (2) Whether the Madras Dock workers (Regulation of Employment) Scheme, 1956 should be amended to remove the existing anomalies in regard to promotion to the category of Tindals in casual vacancies and on a regular basis and if so, whether the same conditions must be prescribed for both types of promotions or any distinction should be drawn between the two.

10. *Issue 1.*—The dispute is between the workmen represented by different unions. One of the Unions namely, Madras Port & Dock Workers' Congress, is in favour of the present practice of the management in the matter of promotion of workers to the category of Tindals. The other Unions are not in favour of the present practice. According to them, the regular promotion to the category of Tindals should be thrown open also to Mazdoors, who have been acting in casual vacancies over a long period as per clause 30 of the Madras Dock Workers (Regulation of Employment) Scheme, 1956. As the employees' demands are not conceded with regard to the promotion to the category of Tindals, the dispute has been referred to this Tribunal for adjudication.

11. According to the Dock Labour Board, the present scheme needs no modification in regard to promotions. The post of Winchman is a skilled one and carries higher emoluments than the post of reserve pool mazdoor. The Board is treating the post of Reserve Mazdoor as lower post to the post of Winchman for the purposes of promotion to the post of Tindal for the last so many years. Only in the year 1957 few posts of Tindals were filled by promoting mazdoors as there was shortage of Winchmen. The normal practice was and is to promote Winchmen as a Tindal and not reserve Mazdoor. The posts of Tindal, Winchmen and Signalman are not separate or independent categories, as alleged by some of the Unions.

12. Tindals, Winchmen, Signalmen and Mazdoors are workmen registered under the Dock Workers (Regulation of Employment) Scheme. Clause 16 empowers the Board to arrange for the classification of workers by categories in the registers. The Dock Workers registered under the scheme are classified into (a) Foreman (Serang), (b) Tindal, (c) Winchman (d) Stevedore Mazdoor and (e) Tally Clerk. The contention of the Board is the reserve pool mazdoor has no preferential claim for the purposes of promotion to the post of Tindals. Section 19 of the Dock Workers (Regulation of Employment) Scheme provides that a vacancy, other than a casual vacancy, in any category of workers in a reserve pool register shall ordinarily be filled by promotion of a worker from the next lower category.

13. The allegation that in Bombay or Calcutta Mazdoors are promoted in the usual as well as regular vacancies of Tindals is denied by the Board. According to the Madras Harbour Workers' Union, there is a reserve pool register containing the names of the registered workers, namely, Tindals, Winchmen, Signalmen and Mazdoors. The stevedore working is done by workers in a gang which consists of one Tindal and 9 Mazdoors. A Mazdoor will be posted to the post of a Winchman or Signalman only after he undergoes a training and obtains a certificate from the Dock Safety Inspector. Only if a Mazdoor is qualified, he is fit for promotion to the post of Winchman or Signalman. According to the Union, it was the practice of the management to promote only Mazdoors to the post of Tindals whenever a regular vacancy arose. This was the correct procedure. But it was not followed subsequently. Only in 1966 a special category called "Signalman" was created. The wages of these different categories of workers are fixed on the basis of the wages of a Mazdoor. The basic wages of a Mazdoor are fixed at Rs. 4—12 per day, the Signalman gets 30 paise more than a Mazdoor; the Winchman gets 50 paise more than the Mazdoor and the Tindal gets Rs. 1/2 more than the Mazdoor. The management is now promoting only the Winchmen to the post of Tindal in a regular vacancy and the seniormost Mazdoor in the shift to the post of a Tindal in a casual vacancy. As the management is now promoting Winchmen only to the post of Tindal, many seniormost mazdoors have been denied their promotion. There are about 52 mazdoors now and then promoted in casual vacancies of Tindals during the past 15 years. These persons have got better claim for being promoted in the regular vacancies of Tindals than most of the Winchmen now in service. As already stated, the management follows only the practice of promoting the Winchmen as Tindals. Only in 1957, some posts of Tindals have been filled up promoting Mazdoors, as there was a shortage of Winchmen.

14. The action of the Board under clause 19 was approved by the High Court in W.P.1321/66. In that case, (W.P.1321/66) a mazdoor registered in the reserve pool prayed for issue of a Writ of Mandamus directing the Madras Dock Labour Board to refrain from promoting Winchmen and Mazdoors as Tindals and permanent Winchmen respectively and from registering casual Winchmen as permanent Winchmen by implementing resolution No. 4 passed in meeting No. II of 1965-66 held on 21st March, 1966. That petition was dismissed. The relevant clause in the Dock Workers (Regulation of Employment) Scheme, 1956 are clauses 16, 19 and 30. The High Court negatived the contention that casual Winchmen should not be promoted as registered Winchmen. According to the High Court, even in respect of Stevedore Mazdoors, they cannot complain as according to clause 19, only when there is promotion from a lower category, 19(2) should be observed. Permanent vacancies should be filled up according to clause 19, that is by promotion of a worker from the next category. In the course of the order, the High Court has observed, that "apart from the arrangement of categories in clause 16, the Board has uniformly acted on the basis that Tindal is a higher category to Winchmen, and Winchmen higher to Stevedore Mazdoor. Promotion have been made from Stevedore Mazdoor to Winchmen. In 1957,

there was shortage of Winchmen and as well as Winchmen to be promoted as Tindal, the claims of Stevedore Mazdoors have also been examined and Stevedore Mazdoors as well as Winchmen to be promoted as Tindal. Subsequently, it was found that on 15th October, 1957 the Dock Labour Board promoted Stevedore Mazdoors as Winchmen. Under Clause 16, the Board is entitled to arrange for the classification of workers by category of Stevedore Mazdoor. I am unable to see any want of *bona fides* or illegality in the order of the Board."

15. The Board was entitled to fill up a casual vacancy of the post of Tindal from a reserve pool Mazdoor when there were no Winchmen available for promotion. The Board was also justified in treating the post of a Winchman and Stevedore as posts higher to the post of a Mazdoor. As in practice, mazdoors are treated as lower category than Winchmen, the action of the Board in the matter of promotion to the category of Tindal from Winchman is legal and my finding on the first part of issue is that the regular promotion to the category of Tindals shall be limited to Winchmen as at present and the practice does not require any modification. The second part of the issue does not arise.

16. Issue 2. The Madras Dock Workers (Regulation of Employment) Scheme, 1956 does not require to be amended. The present scheme is a statutory scheme under Section 4(1) of the Madras Dock Workers (Regulation of Employment) Scheme, 1956. The scheme may be amended only by the authorities mentioned in Section 4 of the Scheme. The majority Union, namely, the Madras Dock Workers' Congress is in favour of the present scheme and does not want any modification or amendment of Section 30 of the scheme. Section 30 requires that casual vacancies in the category of Tindal should be filled up by the senior most Stevedore Mazdoor. This clause is applicable only to the filling up of casual vacancies. Permanent vacancies should be filled up according to clause 19, by promotion of a worker from the next lower category. In my view the scheme does not require to be amended or modified in regard to promotion to the category of Tindals in casual vacancies and on a regular basis. This issue is answered accordingly.

17. An award is passed in terms of my above findings on the issues. Parties are directed to bear their own costs.

List of Witnesses Examined: For both sides

NIL

List of Documents Marked for both sides

NIL

(sd) M. T. JAVOYI HUSSAN
Industrial Tribunal

[No. 29/12/68 LR III]

S.O. 3923.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to the Malabar Group of Shipping Companies and their workmen, which was received by the Central Government on the 14th October, 1968

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-32 of 1966

PARTIES:

Employers in relation to the Malabar Group of Shipping Companies comprising

- (1) Malabar Steamship Company Ltd., Cochin
- (2) Messrs. New Dholera Steamship Limited, Cochin.
- (3) The National Steamship Company Ltd., Cochin 2
- (4) Messrs. New Dholera Shipping and Trading Company, Limited, Cochin

AND

their workmen

PRESENT:

Shri A. T. Zambre, Presiding Officer

APPEARANCES:

For the employers—Shri K. V. R. Shenoi, Advocate

For the workmen—Shri T. C. N. Menon, Advocate

Staff : Kerala.

INDUSTRY Ports and Docks.

Bombay, the 30th September 1968

AWARD

The Government of India in the Ministry of Labour and Employment have by their Order No. 28(86)/65-LRIV dated 27th June 1966 referred to this Tribunal the industrial dispute existing between the employers in relation to the Malabar Group of Shipping Companies comprising (1) Malabar Steamship Company Limited, Cochin, (2) Messrs. New Dholera Steamships Limited, Cochin, (3) The National Steamship Company Ltd., Cochin-2, (4) Messrs. New Dholera Shipping and Trading Company Limited, Cochin-2 and their workmen in respect of the matters specified in the following schedule.

SCHEDULE

"Whether the demand of the workmen for the revision of the existing leave facilities is justified? If so, to what extent and from what date?"

2. The workmen employees of the Malabar Group of Steamship Companies are members of the Cochin Commercial Employees' Association which had made various demands to the managements regarding classification, salary scales, dearness allowance, leave etc., and as the matter could not be settled Government had by their Order No. 28(86)/65-LRIV dated 14th April, 1966 referred for adjudication the issues regarding classification, salary scales etc., and subsequently by the above order dated 27th June, 1966 referred the question of leave facilities to this Tribunal for adjudication.

3. The Cochin Commercial Employees Association by its written statement has contended that the existing facilities of 12 days privilege leave, 12 days casual leave and 12 days sick leave per year were inadequate to meet the genuine and bona fide requirements of employees. Similar comparable concerns in the region gave far more better leave facilities. There was no revision of the leave facilities granted to the employees and the existing leave facilities required revision.

4. The management by its written statement in reply has opposed these demands and has contended that besides the existing leave facilities the workmen were getting 13 National and festival holidays including Founder's Day. The existing leave facilities were fair and adequate and it was not in the interest of production and national interest to enlarge the existing leave facilities. The management has further contended that it has no capacity to meet the financial commitments consequent on enhanced leave facilities.

5. After the written statements the reference was placed for hearing on many occasions. Finally when it was fixed for hearing at Einakulam on 19th September, 1968 parties informed me that they had negotiated the matter and arrived at an amicable settlement. A memorandum of settlement has been filed which has been signed by the representatives of the parties and their Advocates. It is clear from the terms of settlement that the management has agreed to grant to the workmen 20 days' privilege leave for every completed year of service with an accumulation of 60 days. There are also other terms which have been accepted by both the parties. In my opinion the terms of settlement are fair and reasonable and I think it proper to accept the same and pass an award in terms of the memorandum of settlement annexure 'A' which shall form part of this award. Hence my award accordingly.

No order as to costs.

(Sd) A. T. ZAMBRE,

Presiding Officer,

Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE NO. CGIT 32 OF 1966 (CENTRAL)

MEMORANDUM OF SETTLEMENT SUBMITTED BY THE PARTIES

The parties have settled fully and finally the issues referred for adjudication in the above dispute as follows. It is, therefore, humbly prayed that the Hon'ble Tribunal may be pleased to accept the terms of the settlement and pass an award in terms thereof.

1. *Revision of existing leave facilities.*

- (a) *Casual leave*—12 days in a calendar year subject to the following conditions:
 - (i) Staff will be entitled to 12 days casual leave in a year to cover casual absence from duty.
 - (ii) Casual leave may be availed of in continuous period not exceeding three days at a time.
 - (iii) A Sunday or a holiday falling within or continuously with the period for which casual leave is taken will be counted as part of the casual leave taken, and the aggregate period of absence from duty hence should not exceed three working days at a time.
 - (iv) Casual leave will not be accumulated and any part of it remaining unenjoyed at the end of the year will lapse.
- (b) *Sick leave*—12 days in a calendar year subject to the following conditions:
 - (i) Staff will be entitled to 12 days sick leave in a year to cover absence from duty on account of sickness.
 - (ii) Sick leave may be availed of in continuous period not exceeding three days at a time.
 - (iii) A Sunday or a holiday falling within or continuously with the period for which sick leave is taken will be counted as part of the sick leave taken, and the aggregate period of absence from duty hence should not exceed three working days at a time.
 - (iv) Sick leave will not be accumulated and any part of it remaining unenjoyed at the end of the year will lapse.
- (c) *Annual or privilege leave*—20 days for every one year of service with accumulation up to sixty days subject to the following conditions:
 - (i) Staff will be entitled to 20 days privilege leave for every completed year of service.
 - (a) Privilege leave must be enjoyed and shall not be encashed; but in special circumstances in case of Lower Grade Staff members one-half can be encashed and the other one-half, shall be enjoyed (while going on privilege leave).
 - (ii) Privilege leave may be accumulated up to a maximum period of 60 days. All accumulated leave in excess of this will be considered as having lapsed and will be forfeited except when such excess accumulation was involuntary on the part of the staff and was caused by the written refusal of the leave by the Management.
 - (iii) For the purposes of calculating the privilege leave due to staff, his probationary period of service, if any, will be taken into account.
 - (iv) When the member of the staff avails himself of privilege leave, he cannot attach thereto any casual leave due to him.
 - (v) A Sunday or holiday falling at the beginning of privilege leave period shall not be counted as part of the leave. In all other cases, i.e., when a Sunday or holiday falls between the first and the last days of privilege leave period it/they shall be counted as part of the leave taken.
 - (vi) An employee shall be eligible to encash the whole of privilege leave due to him and also proportionate leave accruing up to the happening of the contingencies below mentioned, subject to a maximum of forty days under any of the following circumstances:—
 - (a) Death while in company's employment.
 - (b) Retirement on attaining age of retirement or after completion of THIRTY YEARS' continuous service;
 - (c) Resignation on account of ill-health through no fault of the employee;
 - (d) Retrenchment.

NOTE.—A member of the Staff who is due to retire, or wishes to retire on completion of 30 years' service, may, at his option, either encash the leave remaining unenjoyed or may enjoy it even after retirement.

(d) *Special Sick Leave*—

- (i) Staff will be entitled to the grant of Special Sick Leave only when they do not have any leave to their credit, and at the rate shown hereunder

subject to a maximum of FOUR MONTHS during the whole service tenure:

For the First completed 10 years	30 days.
From 11 years to 20 years	70 days.
From 21 years to 30 years	120 days.

- (ii) The right to special sick leave will be deemed to have accrued to an employee after the completion of five years' service in the company. For less than five years' service in the company, special sick leave will not be granted.
- (iii) All applications for Special Sick Leave must be accompanied by a Registered Medical Practitioner's Certificate, in original, if the employee is in Hospital, the Hospital certificate in original, giving the nature of the illness on account of which the Special Sick Leave is being applied for. The company will have the right to have the applicant examined by its own medical officer or a Doctor nominated by it whenever considered necessary.
- (iv) Salary for the period of Special Sick Leave will become payable only after such leave is sanctioned.
- (v) Special Sick Leave shall be utilised only for illness for not less than 21 days duration.
- (vi) Special Sick Leave will not be allowed for change of climate.
- (vii) In the event of retrenchment, death or retirement special sick leave cannot be encashed.
- (e) *Holidays*.—Sixteen days in a year to be notified by the Management including the National & Festival Holidays.

2. *Period of Settlement*.—This settlement shall come into force at once and shall remain in force till 31st March, 1970 and shall continue thereafter unless terminate by either side by two months notice in writing.

Dated this the 29th day of April 1968.

Sd./-
K. V. R. SHENOI,
Menon & Pai.
Advocates for the Management

For the Management:
Sd./-

Manager,
The Malabar Steamship Co. Ltd. and its
three Sister Companies.

Sd./-
T. C. N. MENON,
Advocate for the Union.

For the Workmen:

Sd./-
General Secretary,
The Cochin Commercial Employees' Association.
[No. 28/86/65/LIR.IV.]

New Delhi, the 24th October 1968

S.O. 3924.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the Industrial Dispute between the employers in relation to the Bombay Port Trust, Bombay, and their workmen, which was received by the Central Government on the 17th October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE No. CGIT-51 OF 1965

PARTIES:

Employers in relation to the Bombay Port Trust, Bombay.

AND

their workmen.

PRESENT:

Shri A. T. Zambre, Presiding Officer.

APPEARANCES:

For the employers.—Shri R. K. Shetty, Deputy Legal Adviser, Bombay Port Trust.

For the workmen.—Shri G. H. Kale, President, Bombay Port Trust-Railwaymen's Union.

Shri S. K. Shetye, General Secretary, Bombay Port Trust Employees' Union.

STATE:—Maharashtra.

INDUSTRY:—Ports and Docks.

*Bombay dated 25th September, 1968***AWARD**

The Government of India in the Ministry of Labour and Employment have by their Order No. 28/70/63-LRIV, dated 10th August, 1965 referred to this Tribunal an industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen in respect of the matter specified the following schedule:—

SCHEDULE

- (1) Whether the action of the management in treating Shri Malayya Ratnayya, Nawgani Wagon Repair Shop, Engineering Department, Bombay Port Trust, Bombay, senior to Shri Babulal Nohar, Holderman of the same Department for the purposes of officiating or promotion to the insulated post of Fitter (Sick Siding) is justified?

- (2) If not to what relief is Shri Babulal Nohar entitled?

2. The Bombay Port Trust Railwaymen's Union has by its statements of claim contended that the workman Shri Babulal Nohar was first employed by the Bombay Port Trust as a mazdoor. He was senior to Shri Malayya who was also employed as mazdoor in the sick siding section. Shri Babulal was substantively promoted to the post of holderman on 1st July, 1957. Even prior to this promotion he used to be given acting chances in leave arrangements in higher capacities such as Boiler Maker, Rivetter, Assistant Fitter and Assistant Blacksmith etc., and during the whole period he has been considered as senior to Shri Malayya. However, in spite of this position about seniority the Bombay Port Trust promoted Shri Malayya as fitter for the first time from 12th June 1961 on some flimsy grounds. Shri Malayya has not even passed any test which was introduced for promotions and was not eligible. Shri Babulal Nohar has been senior to Malayya on the basis of his earlier appointment as a mazdoor. Promotions to the posts boiler maker, rivetter, assistant fitter, fitter and blacksmith used to be given to the senior mazdoors and on the basis of this past practice Shri Babulal Nohar has always been given the first chance of promotion in leave vacancies in any of these positions. It has been further contended that Shri Babulal having given the test successfully when required to do so was selected for promotion against Shri Malayya and thus Babulal had established his superior claim for promotion and it was therefore unjust that Shri Babulal should be superseded subsequently. It is alleged that the Port Trust Administration has all along acted wrongly in the case of Babulal under the influence and pressure from the Bombay Port Trust Employees Union. The Union had referred the matter to the Regional Labour Commissioner (Central) Bombay but the Port Trust Administration had refused to recognise the seniority of Babulal. The appointment of Shri Malayya to the post of fitter in 1961 was virtually in supersession of the claim of Babulal and this Tribunal should set aside the order and direct the Port Trust to appoint Babulal Mohar as a fitter.

3. The Trustees of the Port of Bombay have by their written statement contended that the dispute in this case being about a claim for the promotion of Shri Babulal Nohar in preference to Shri Malayya Ratnayya this Tribunal has no jurisdiction to adjudicate the demand. They have admitted that Shri Babulal Nohar was appointed as a mazdoor about two years earlier than Malayya Ratnayya but have contended that Shri Babulal Nohar was appointed as a mazdoor in the yard section while Shri Malayya was from the beginning working as a mazdoor in the sick siding section—there being two separate sections known as the Yard and Sick Siding Section in the Wagon Repair Shop. They have admitted that Babulal Nohar was senior to Malayya Ratnayya but have contended that this seniority had no relevance in respect of the appointment for the post of fitter. The post of fitter in the sick siding section was not in the established channel of promotion for mazdoors but it was an isolated post open to any person qualified subject to the standing rule of seniority-cum-suitability and according to the practice and the rules of the Bombay Port Trust seniority was to be reckoned with reference to the date of first appointment to the particular category to which permanent appointments are under consideration.

4. They have alleged that the relative seniority between Babulal Nohar and Malayya Ratnayya depended on who of them had first acted in the said post. According to them Malayya Ratnayya having acted prior to Babulal Nohar acquired seniority over the latter for promotion to the post of fitter. He was promoted to the post of Assistant Fitter in 1946—thereafter as a boiler maker from 1st May, 1946 to 11th July, 1946 and as fitter from 1st March, 1947 to 18th June, 1947. At that time Shri Babulal Nohar was working in the yard section and Shri Malayya Ratnayya was senior to him. As regards the test they have contended that the question of requiring Malayya Ratnayya to pass a test for

promotion to the higher post did not arise as he had already acted as a fitter prior to the passing of the said T.R. and had qualified for promotion to that post. They have alleged that the same rule was made applicable to Babulal Nohar since he too was not subjected to any departmental test according to the practice as well as the rules in force on the date on which the promotion was made. Shri Malayya Ratnayya was senior to Babulal Nohar and there was no question of supersession and Babulal Nohar was not entitled to any relief.

5. When the matter was fixed for hearing Shri S. K. Shetye, General Secretary of the Bombay Port Trust Employees' Union requested the Tribunal to add his union as a party to the proceedings contending that Shri Malayya Ratnayya was a member of the union and he should be permitted to put forth his say in the reference. He was permitted and the matter was again fixed for hearing on 14th August, 1968.

6. But in the meantime the employers, the Bombay Port Trust, gave an application for amendment of the written statement contending that the dispute referred to his Tribunal by the reference order was only an individual dispute and not an industrial dispute. It was alleged that the members of the B.P.T. Railwayman's Union had not supported the cause of the workman Shri Babulal Nohar. Neither the managing committee nor the general body had given a mandate to Shri Kale to raise the dispute on behalf of Shri Babulal Nohar and as it was an individual dispute the Tribunal had no jurisdiction and the same should be rejected. After hearing the parties the amendment was allowed.

7. The same day the employers had given an application requesting the Tribunal to direct the B.P.T. Railwaymen's Union to produce (1) a certified copy of the constitution of the B.P.T. Railwaymen's Union (2) Membership register of the Union for a period of one year prior to 10th August, 1965 (3) A list of members of the managing committee of the union for a period of one year prior to 10th August, 1965 (4) Counterfoils of receipts (5) Minutes book maintained by the union regarding its proceedings for a period of one year prior to 10th August, 1965 and (6) a certified copy of the resolution passed either by the members of the Managing Committee or at the general body meeting of the union authorising the general secretary of the union to raise the industrial dispute.

8. As per this application the union was directed to produce the documents in Court. However, Shri Kale the President of the B.P.T. Railwaymen's union sent an application for postponement of the hearing of the dispute on the ground of his illness. So again the dispute was adjourned and fixed for hearing on the 13th September 1968. But before the hearing the Tribunal received a letter from the B.P.T. Railwaymen's Union that they did not want to pursue the above dispute as the workman concerned had ceased to be a member of their union and in view of the withdrawal of the union also the employers have contended that the dispute is proved to be an individual dispute and the reference should be rejected with costs.

9. The learned Counsel on behalf of the Bombay Port Trust has relied upon the ruling reported in 1961 II LJ 436 Bombay Union of Journalists and others versus the Hindu Bombay and another and has argued that in view of the application by the employers for the production of documents and the non-production by the Union it should be held that the union had no mandate from the members of the union and the dispute being an individual dispute the reference should be rejected.

10. It is clear from the order of reference and the copy of the failure report of conciliation sent along with it that the B.P.T. Railwaymen's Union had raised this dispute and Government had sent a copy of the reference order to the General Secretary of the B.P.T. Railwaymen's Union and this Tribunal will have jurisdiction if the dispute was an industrial dispute. It is also clear from the ruling reported in 1961 II LJ p 436 that for ascertaining whether an individual dispute has acquired the character of an industrial dispute the test is whether on the date of the reference the dispute was taken up and supported by union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of workmen. The circumstance that in spite of the Tribunal's order the union has not produced the documents which are in their possession indicates that there may be some truth in the contentions raised by the Bombay Port Trust. However, I do not think it necessary in this case to decide the question about the jurisdiction as the B.P.T. Railwaymen's union has informed this Tribunal that they did not want to pursue the matter. They have also remained absent and it is clear that they do not want to press the claim made by them in their written statement and it shall have to be held that Shri Babulal Nohar was not senior to Shri Malayya and as Shri Malayya was senior the employers had promoted him to the post of fitter as per practice and rules. The promotion was in relation to the post which was an isolated one and it shall have to be presumed that the union did not want to press its claim as there was no substance in the contention raised and it shall have to be held

that Shri Babulal Nohar was not senior to Shri Malayya Ratnayya in relation to that post.

11. The workman Shri Babulal Nohar on whose behalf the dispute was raised was present at the time of the hearing. He has made it clear before the Tribunal that he has absolutely no dispute regarding the promotion of Shri Malayya Ratnayya. He was at present holding the management post of a boiler maker in the same scale and he did not want to make any demand. In view of these circumstances it shall have to be held that the action of the management in treating Shri Malayya Ratnayya as senior to Shri Babulal Nohar for the purpose of officiating or promotion was justified and Shri Babulal Nohar is not entitled to any relief. Hence my award accordingly.

No. order as to costs.

(Sd.) A. T. ZAMBRE,

Presiding Officer,

Central Government Industrial Tribunal, Bombay.

[No. 28/70/63/-LR-IV.]

S.O. 3925.—In exercise of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to Messrs. Santosh Chandra Banerjee and Sons (Private) Limited and their workmen, which was received by the Central Government on the 9th October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CALCUTTA

REFERENCE No. 94 OF 1967

PARTIES:

Employers in relation Messrs. Santosh Chandra Banerjee and Sons (Private) Limited
Calcutta.

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer

APPEARANCES:

On behalf of Employers—Absent.

On behalf of Workmen—Shri H. L. Roy.

STATE : West Bengal.

INDUSTRY : Port & Dock

AWARD

By Order No. 28/85/67/LR.III, dated November 23, 1967, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute, between the employers in relation to Messrs. Santosh Chandra Banerjee and Sons (Private) Limited, and their workmen, to this tribunal for adjudication, namely:—

“Whether the action of the management of Messrs. Santosh Chandra Banerjee & Sons (Private) Limited, Calcutta in terminating the services of Shri Sitaram Singh, Gearman with effect from the 10th November, 1965 was justified? Whether the action of the management of Messrs. Santosh Chandra Banerjee and Sons (Private) Limited, Calcutta in keeping Shri Sitaram Singh, Gearman under suspension from the 21st July, 1966 to the 7th December, 1966 after re-employment from the 7th April, 1966 was justified? If not, to what relief is the workman is entitled to either case?”

2. The employer company did not appear in this reference, in spite of repeated notices. Notice upon the employer company to file written statement was served as far back as December 18, 1967. They did not enter appearance nor did they file any statement. Thereafter, in spite of notice they did not appear on August 6, 1968, which was the date for fixing a date of hearing of the reference. The date of hearing was communicated to the employer company but even then they did not appear on September 23, 1968, which was fixed hearing. In these circumstances, I had to take up the reference for *ex-parte* hearing.

3. The workman, Shri Sitaram Singh, gave evidence in this case. He said that while in the employ of the company, he suffered physical injury, on July 20, 1965, in his left leg. He further said that he was treated by the Medical Officer of the company at first and then got himself treated privately at the expense of the employer company. He relied on documents marked Exts. 1 and 2 in support of his case that he was ill and was unable to do his duty. He also said that he recovered and went to resume his duty on November 10, 1965. On that day, he was served with the following notice by the employer company (Ext. 3):

"This is to inform you that whereas you left the place of duty without notice and remained untraced upto 2nd October, 1965, your services will no longer be required by this company with immediate effect."

To this letter the workman submitted a rejoinder (Ext. 4), on November 15/16, 1965, the material portion of which is set out below:

"That, you are aware of the fact that I got injury on my left foot on 20th July, 1965. In this respect X-Ray was done and fracture was found. The physician plastered my injury and advised me to take 4 weeks' rest on 27th July, 1965.

That, plaster was removed on 3rd September, 1965, again X-Ray was done and the physician plastered the injury again on 8th September, 1965 and advised me to take rest for two months.

That, the second plaster was removed on 9th November, 1965 and the physician advised me for X-Ray for check up.

That, in view of the above facts it is clear that the question of leaving the place of duty without notice and remaining untraced since 2nd October, 1965 does not arise at all."

At this stage, he deposed, he had to go home on receipt of a telegram about his father's death. Before his departure for home, he left an application for a month's leave with the employer company (Ext. 5). He admitted that he had to overstay and that from home he had to ask for extension of leave, all by registered post (Ext. 6). He returned from home, on February 5, 1966, and presented himself for duty but was kept unemployed. On April 7, 1966, however the employer company condoned his conduct and set aside the penal order dated November 10, 1965, with a warning couched in the following letter:

"Reference to his Application dated 15th November, 1965 Sitaram Singh is hereby informed that this is to have been the last occasion he is condoned, thereby cancelling the notice of termination of his services.

He is warned to the effect that any recurrence of negligence or lapse of duty will bring in his dismissal having no scope for further consideration. On this condition only he is directed to report to this office for duty."

Thus ended the first chapter of the misfortune of the workman.

4. The next chapter, however, was soon to begin. In his evidence the workman said:

"From July 19, 1966, Sri R. K. Banerjee, Director of the Company, ordered me to attend the godown. At the godown I was given no duty to do. When I complained of this to the management, I was suspended on July 20, 1966. The suspension order was withdrawn on December 7, 1966 in the presence of my union."

The second chapter of the misfortune of the workman appears to have thus ended.

5. In this reference, there appears little justification for the order of termination, dated November 10, 1965, and the order of keeping the workman suspended from July 21, 1966 to December 7, 1966 because the employer company withdrew both the orders of their own accord. After withdrawal, the justification, if originally any, behind the orders were lost and in the absence of pleading and evidence to the contrary, I have to proceed on the basis that the orders were unjustified. All that I am required to decide is that with the orders of termination and suspension being non-existent now, to what relief is the workman entitled in either case. Since the order of termination of service was cancelled, according to Ext. 7, for whatever reason the same may be, the workman became entitled to back wages, since termination till re-employment. Similarly, since the suspension order was withdrawn, the workman became entitled to his wages for the period of enforced idleness. In the absence of the employer company and in the absence of any material indicating the contrary position, I cannot resist this part of the claim made by the workman. The question for my consideration, however, is the quantification of the wages due or other monetary benefits. According to the evidence given by the workman:

"During November 1965 to December 7, 1966 my pay was Rs. 129 per month. During November 20, 1965 to April 7, 1966 I only received Rs. 300, towards my wages. I have no documentary evidence to prove before this court that

my pay during 1965 was Rs. 129 per month. In November and December 1966 and January 1967 three instalments of bonus were paid at the rate of Rs. 73 per instalment. I did not receive such bonuses.... My pay during July 1966 to December 1966 was at the rate of Rs. 139 per month. During the period of suspension I did not receive anything. In May 1967, I was paid Rs. 100."

This is the totality of evidence on which I am required to quantify the monetary benefits available to the workman.

6. In the absence of documentary evidence, I am unwilling to quantify, anymore than I do hereunder, the amount, on the oral evidence of the workman. In my opinion, the workman is entitled to his wages from 10th November, 1965 to April 6, 1966 whatever the amount may be. If he did not receive the full amount of bonus, he is also entitled to receive the bonus instalments paid during that period as well. He is also entitled to his full wages, whatever that may be, for the period of his enforced idleness commencing from July 21, 1966 to 7th December, 1966. He does not claim any bonus for that period.

I make an award accordingly.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, September 27, 1968.

[No. 28/85/67-LR-III-I.]

S.O. 3926.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the industrial dispute between the employers in relation to Messrs Dharsi Moolji, Bombay and their workmen, which was received by the Central Government on the 9th October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE No. CGIT-39 OF 1966

PARTIES:

Employer in relation to Messrs. Dharsi Moolji, Bombay.

AND

their workman.

Shri A. T. Zambre, Presiding Officer

APPEARANCES:

For the employers—Shri B. M. Bhatt, Labour Adviser with Shri Y. H. Rane, Manager and Shri K. S. Shah, Accountant.

For the workmen—Shri H. K. Sowani and Shri S. R. Wagh, Advocates with Shri I. S. Sawant, Assistant Secretary, Transport and Dock Workers' Union.

STATE : Maharashtra

INDUSTRY : Clearing and Forwarding (Ports and Docks)..

Bombay, dated 31st August 1968

AWARD

The Government of India in the Ministry of Labour and Employment have by their Order No. 28(32)/66-LRIV dated 6th July 1966 referred to this Tribunal the industrial dispute existing between the employers in relation to Messrs. Dharsi Moolji and their workman in respect of the matters specified in the following schedule :—

SCHEDULE

"Whether the termination of service of Shri Harichandra Narayan Chavan, Carpenter with effect from the 1st December 1965 by the management of Messrs. Dharsi Moolji is justified, If not to what relief is the workman entitled?"

Subsequently the above schedule was amended in respect of the date and in line No. 2 for "1st December 1965" the words and figures "1st January 1966" were substituted.

2. The workman Shri Harichandra Narayan was in the employ of Messrs. Dharsi Moolji Bombay and was working as a carpenter. On the 1st January 1966 after an absence of three months when he reported for work he was not allowed to resume work by the management and was stopped from work without notice and hence the Transport

and Dock Workers' Union Bombay raised a dispute and contended that Shri Harichandra Narayan who was the permanent carpenter of the company had after obtaining sanction from the company proceeded on leave for three months from October 1965 to December 1965 and when he reported for duty on 1st January 1966 he was not allowed to resume work and the company had dismissed him illegally and with ulterior motives. They have alleged that the dismissal amounted to victimisation and unfair labour practice. The company did not issue any charge-sheet against him nor held any enquiry according to the principles of natural justice. They had referred the matter to the Conciliation Officer who discussed it with the parties from the 2nd February 1966 to 7th February 1966 and on his failure report the Government has referred the dispute for adjudication.

3. The management has by their written statement denied the allegations made by the union and have contended that Shri Harichandra Narayan was not attending work regularly. In the month of July 1965 he had put in only 10 days work, in the month of August he reported for work for six days and in the month of September 1965 he worked only for nine days. He had not obtained any sanction from the company for his leave. He had neither applied for nor was he granted any leave and had ceased coming for work from October 1965 and remained absent continuously for three months and thereafter the union had by its letter dated 7th January 1966 took up the plea that leave was sanctioned. In view of his long absence without any intimation to the management he had been treated as having deserted his employment and hence he was not entitled to any relief.

4. After the matter was taken up for hearing it was adjourned on many occasions for the parties to effect a compromise. Subsequently the union applied for an adjournment on the ground that there was a mistake regarding the date in the schedule and hence they had moved the Government to amend the schedule in the reference order. So the matter was kept pending and subsequently after the amendment when it was taken up for hearing again the parties negotiated the dispute and have prayed for a consent award.

5. By this settlement the workman has been granted a sum of Rs. 325 *ex-gratia* in full and final settlement of his claims for the services rendered. It appears that the workman was in the service of the employers only for some three years and considering the amount even as a retrenchment compensation it shall have to be held that the terms of the compromise are reasonable. The application containing the terms of settlement has been signed on behalf of the management by its Labour Adviser, Manager and Accountant and on behalf of the workman by his Advocate and the workman himself. The workman who was present at the hearing has admitted that the dispute has been settled. In these circumstances I think it proper to accept the terms of settlement and I therefore make an award in terms of the Joint application of the parties containing the terms of settlement (Annexure 'A') which shall form part of this award.

No order as to costs.

(Sd.) A. T. ZAMIRE,
Presiding Officer,

Central Government Industrial Tribunal, Bombay.

ANNEXURE 'A'

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, BOMBAY

REF. (CGIT) No. 39/66

BETWEEN:

M/s. Dharsi Moolji, Bombay

AND

its workman.

May it please the Hon'ble Tribunal,

Parties pray for a consent award in terms below:—

Shri Harichandra Narayan shall be paid a sum of Rs. 325 *ex-gratia* and in full and final settlement of all his claims for services rendered. The payment shall be made on or before 7th September, 1968.

Dated 31st August 1968

For employer.

Sd./- B. M. BHATT.

Sd./- Y. H. RANE.

Sd./- K. S. SHAH.

For workmen.

Sd./- HARICHANDRA NARAYAN CHAVAN,

Sd./- H. K. SOWANI,

Advocate for the Union.

[No. 28/32/66-LRIV.]

S.O. 3927.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta in respect of complaint under Section 33A of the said Act filed by Shri Sitaram Singh, Gearman employed by Messrs. Santosh Chandra Banerjee and Sons (Private) Limited, which was received by the Central Government on the 9th October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

MISC. APPLICATION NO. 2 OF 1968

(UNDER SEC. 33A OF I. D. ACT)

PARTIES:

Sri Sitaram Singh, Gearman, C/o Shipping Employees' Union, 38, Hemchandra Street, Calcutta-23. *Applicant.*

Vs.

M/s. Santosh Chandra Banerjee and Sons (P) Limited, 7, Swallow Lane, Calcutta 1. *Opp. Party.*

PRESENT :

Shri B. N. Banerjee. Presiding Officer.

APPEARANCES :

On behalf of Applicant—Shri H. L. Roy.

On behalf of Opp. party—Absent.

AWARD

The applicant used to serve the opposite party, a company doing stevedoring business, as a Gearman. His services had been terminated earlier, on November 10, 1965. That order the employer company themselves withdrew or cancelled later on. Thereafter, he was suspended and kept under suspension from July 21, 1966 to December 7, 1966. The suspension order was ultimately set aside by the employer Company and the applicant was re-employed only to be discharged with effect from February 1, 1968.

2. Over the first termination of service and the suspension order mentioned above, there was an industrial dispute raised and the dispute, in the following form, was referred to this tribunal for adjudication, by Order No. 28/85/67/LR/III dated November 23, 1967 :

“Whether the action of the management of Messrs. Santosh Chandra Banerjee and Sons (Private) Limited, Calcutta in terminating the services of Shri Sitaram Singh, Gearman with effect from the 10th November, 1965 was justified? Whether the action of the management of Messrs. Santosh Chandra Banerjee and Sons (Private) Limited, Calcutta, in keeping Shri Sitaram Singh, Gearman under suspension from the 21st July, 1966 to the 7th December, 1966 after re-employment from the 7th April, 1966 was justified? If not, to what relief is the workman entitled to in either case?”

The above reference was registered as Reference No. 94 of 1967. While the above reference was pending (which was also pending at the time of hearing of this application), there was the order of the discharge of the applicant made, by a letter dated December 29, 1967 (Ext. 1), the material portion of which reads :

“Please take notice that as and from 1st February, 1968 your service is no-longer required with us. You are requested to receive payment of your salary for the month of January, 1968 as early as possible. Please take notice as well that all the service Rules will be observed in your case.”

Against the order of discharge, the applicant made representation in writing, on January 8, 1968, but to no effect. Unable to induce the employer Company to withdraw the order, the applicant filed a petition before this tribunal, under Section 33A of the Industrial Disputes Act, praying for rescission of the order, *inter alia*, on the ground:

“That the dispute relating to Ref. No. 94/67 was in relation to frequent dismissal, suspension, and termination of employment and denial of dues viz., pay D.A., Bonus, Interim relief and other benefits as to provident fund and gratuity and other.

That before the case was taken up and without any orders or reference for approval of this Tribunal the employers have acted in excess and taken law in their

own hands which is highly illegal and inoperative. The representation of your humble petitioner to the opposite party was not taken in the consideration (Annexure B)."

3. The employer company did not appear to show cause in spite of notices. Notice was sent to employer company, on March 28, 1968, calling upon them to show cause within two weeks of the receipt of the notice. They received the notice, on April 2, 1968, but did not show cause. Notice was again sent to them asking them to appear before this tribunal, on August 20, 1968, or fixation of a date of hearing of the application. They did not appear, although the union of the applicant did so, on the 20th August, 1968. Information of the date fixed for hearing, namely September 5, 1968, was sent to the employer company. On September 5, 1968, the case could not be heard, because the representative of the applicant was unprepared and in a bad shape and the employer company was also absent. The matter was, therefore, adjourned to September 23, 1968. The information of the adjournment was sent to the employer company by Registered post. Even on the adjourned date of hearing, the employer company did not appear. In these circumstances, on September 23, 1968, I was compelled to proceed with the case in the absence of the employer company.

4. It is no doubt true that the letter of termination of service of the applicant is couched in neutral language. It states that the services of the applicant would be no longer required from February 1, 1968. Taken by itself, it is virtually termination of service without blame-worthiness, and not discharge or dismissal by way of punishment.

5. It is also true that the applicant was directly and solely concerned in the industrial dispute which was the subject matter of Reference No. 94 of 1967. Earlier termination of service and earlier suspension from service of the very same workman was the subject matter of the industrial dispute pending in the Reference. The subsequent order of termination of service will have the effect of taking a good deal of sting out of the industrial dispute. Now, the circumstances of the case are such that if the applicant be dealt or has been dealt with by the employer company under Section 33(2)(b) of the Industrial Disputes Act, then the order could not be made without the approval of the tribunal. Mere termination of service, not falling under Section 33(2)(b), may not require approval but beyond mere words that services of the workman was being terminated, there is nothing to show that mere termination of service was being effected. In the instant case, the employer company avoided the tribunal and has not shown the reason for termination of service. There was no retrenchment going on and, on the materials before me, I could not ascertain any justification for termination of service. On the other hand, the workman gave evidence and deposed:

"The Secretary of the Company Nishapati Bhattacharjee became displeased with me because I did not want to serve him in his private affairs, without the written order from the employer. The present order of dismissal was made therefor during the pendency of an industrial dispute before this Tribunal. He possibly got annoyed with me also because I had been making prayers for my dues."

This evidence goes to show *malafide* intent behind the order of termination. If I believe in the workman, the order of termination must be condemned as a penal order of discharge without approval. The evidence is uncontradicted and I rely on the same.

6. In my opinion, the termination of service of the applicant was unjustified in the facts and circumstances of the case and he is entitled to reinstatement in service with all back wages due to him from the date of termination.

I make an award accordingly.

(Sd.) B. N. BANERJEE,
Presiding Officer.

Dated, September 27, 1968.

[No. 28/85/67-LR-III-II.]

New Delhi, the 29th October 1968

S.O. 3928.—In exercise of the powers conferred by sub-sections (1) and (2) of section 8 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following rules further to amend the Dock Workers (Advisory Committee) Rules, 1962, namely:—

1. These rules may be called the Dock Workers (Advisory Committee) Second Amendment Rules, 1968.

2. In rule 3 of the Dock Workers (Advisory Committee) Rules, 1962,—

(i) for the word "twenty-four", the word "twenty-seven" shall be substituted;

(ii) In clause (1)—

(a) for the words "Eight members", the words "Nine members", shall be substituted;

(b) after sub-clause (viii), the following sub-clause shall be inserted, namely:—
"(ix) the Chairman, Kandia Dock Labour Board.";

(iii) in clauses (2) and (3), for the words "Eight members", the words "Nine members" shall be substituted.

[No. 65/12/68-Fac. II.]

New Delhi, the 30th October 1968

S.O. 3929.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator in the industrial dispute between Messrs. D. D. Contractor and Company Private Limited, Bombay and their workmen represented by the Transport and Dock Workers' Union, Bombay which was received by the Government on 25th October, 1968.

BEFORE SHRI V. A. NAIK, ARBITRATOR, BOMBAY

In the dispute

BETWEEN

M/s. D. D. Contractor and Co., Pvt. Ltd., Bombay.

AND

Their workmen as represented by the Transport and Dock Workers' Union, Bombay.
In the matter of interpretation of Award in Reference CGIT-41 of 1964 in respect of dearness allowance.

APPEARANCES :

Shri N. V. Phadke and Shri C. C. Chiniwala, Advocates for the company.

Shri R. K. Dangle, Advocate, for the workmen.

DECISION

By an order dated 19th April 1968 the Government of India directed that the copy of the agreement entered into between Messrs. D. D. Contractor and Co. Pvt. Ltd., Bombay and the workmen, and received by the Government on 3rd April 1968 be published, under sub-sec. (3) of Sec. 10A of the Industrial Disputes Act. Under the said agreement the dispute between the parties has been referred to me for arbitration. The specific matter in dispute has been mentioned in the following terms:

"What is the correct interpretation of Para I-B of the consent Award of Shri Salim M. Merchant in Reference CGIT No. 41 of 1964, in respect of payment of dearness allowance payable on a monthly basis on the piece-rate monthly earnings of the registered workers employed by M/s. D. D. Contractor and Co., Pvt. Ltd., Bombay from 1st December 1964 as indicated in the scales of dearness allowance in the Award."

The parties have further agreed that the decision of the arbitrator shall be binding on them. The agreement also provides that the arbitrator shall make his award within a period of 60 days or within such further time as is extended by mutual agreement between the parties in writing. On 5th August 1968 the parties entered into a further agreement which states that the time for making the award is extended up to 30th September 1968.

2. There was a reference made to Shri Salim M. Merchant under Sec. 10(2) of the Industrial Disputes Act for adjudication of the following demands:

"(1) The following rates of wages should be paid to the workmen concerned for handling manganese ore or iron-ore :

(a) For the purpose of unloading manganese-ore or iron-ore from the wagons they should be paid at the rate of Rs. 2 per ton.

(b) They should be paid Rs. 3 per ton for loading the manganese-ore or iron-ore into the wagons and Rs. 4 per ton for loading lorries.

(c) They should be paid extra wages for the purposes of carrying the ore beyond a reasonable limit or for the purposes of trimming or stacking ores at the plots. Similarly they should be paid at $1\frac{1}{2}$ times their normal rates if the ore is directly transferred from wagon to wagon or from wagon to lorry."

It is not necessary to refer to the other demands referred to Shri Salim M. Merchant,

3. A preliminary objection about the maintainability of the reference was raised on behalf of the employer. Shri Merchant however rejected the preliminary objection and held that the reference was valid. Thereafter an agreement was reached between the parties and Shri Merchant was invited to make his Award in terms of the said agreement. Shri Merchant stated that he was satisfied that the terms of the settlement provided the least that the employers can be called upon to pay to their workmen in respect of the demands under reference. He therefore made an award in terms of the agreement, Annexure 'B'. I will now refer to the main terms of the consent award as regards dearness allowance which is as follows:

"Without prejudice to the contention of either parties with regard to the applicability or otherwise of the recommendations of the Central Wage Board for Port and Dock Workers and although the piece-rated payments are payable to the workmen in question on a weekly basis or a fortnightly basis, as the case may be, D.A. will be payable on a monthly basis on the piece rated monthly earnings of the registered workmen. The D. A. will be payable with effect from 1st December 1964 as follows:—

Piece rated earnings for the workmen	Amount of D.A.
Below Rs. 109	Rs. 20
Rs. 110 to Rs. 149	Rs. 30
Rs. 150 to Rs. 209	Rs. 32
Rs. 210 to Rs. 300	Rs. 38

Explanation—Arrears arising out of payment of D.A. will be payable to the registered workmen on or before 31st December 1965

As far as the present position regarding the recommendations of the Central Wage Board in respect of interim relief is concerned, the employers will not be under any obligation to pay to the workmen concerned any additional remuneration on account of the said recommendations of the Central Wage Board for the Port and Dock Workers.

Although there is no demand for D.A. separately referred to adjudication, parties have no objection to divide the total emoluments into two categories viz. piece-rate and D.A. as long as such total emoluments does not exceed the demand regarding wages as referred.

4. The parties were called upon to file their statements. M/s D. D. Contractor in its statement stated that the dearness allowance payable to the workmen of the company in terms of the said award is payable on a monthly basis depending upon the piece rate earnings of the workmen. They further stated that the correct interpretation of the award so far as dearness allowance was concerned would be that payment of dearness allowance is not only linked to the piece rate earnings of the workmen but also on his attendance during the month. They assert that not linking up the payment of dearness allowance which is payable on a monthly basis to the attendance of the workmen would lead to absurd results which could not have been intended by the parties and was certainly not intended by the company.

5. The workmen in the first instance did not put in their written statement. The matter was argued by Shri Dangle on behalf of the workmen but since the arguments could not be completed the case was adjourned to another date. On the adjourned date that is on 3rd August 1968 Shri Dangle submitted the written statement signed by Shri S. R. Kulkarni, the Secretary of the Union. In this written statement the Union has raised a number of questions which fall beyond the purview of this reference. The Union has asked for the production of certain records maintained by the employer under the previous Memorandum of Settlement relating to the attendance of the workers at the place of work for the period 1st December 1964 to September 1967. It is further stated that the nature of work required to be done by the workmen is such that on certain occasions they are required to work more than one shift in 24 hours and they are paid piece rate wages every fortnight, and even then dearness allowance is paid at the end of the month on the basis of total piece rate earnings of the workmen in a given month. These questions of fact have been raised practically after the arguments were over. I am not concerned with the question about the prevailing practice. I do not therefore think it necessary to call for any records. Again no affidavit has been produced to show the exact nature of work or to prove the allegations that the workmen concerned are required to work more than one shift in 24 hours. Since the piece rate is fixed for the out-put, the question of time or the number of shifts is not of much importance. The only matter that is referred to me relates to the interpretation of the language used in the consent Award of Shri Salim M. Merchant in respect of payment of dearness allowance. I will now proceed to deal with the points urged in this case.

6. There was no specific demand for dearness allowance. The only demand made was in respect of piece rate wages for loading and unloading. It was demanded that for the purpose of unloading manganese-ore or iron-ore from wagons the workmen should be paid at the rate of Rs. 2 per ton, and they should be paid Rs. 3 per ton for loading the manganese-ore or iron-ore into the wagons and Rs. 4 per ton for loading lorries. The demand does not refer to the number of workmen but the agreement refers to the rate per ton per gang. I was told that although the words 'per gang' have not been used in the demand itself these words were understood between the parties and there was no controversy on that point. The demand therefore must be understood to refer to the rate per gang per ton. In the agreement on the basis of which an Award was made the total emoluments was divided into two parts viz., Piece rate payment and dearness allowance. The last para of the explanation reads thus:

"Although there is no demand for D.A. separately referred to adjudication, parties have no objection to divide the total emoluments into two categories viz. Piece-rate and D.A. as long as such total emoluments do not exceed the demand regarding wages as referred".

7. The dispute now referred is in respect of the terms employed in respect of dearness allowance. The material term runs:

... D. A. will be payable on a monthly basis on the piece rated monthly earnings of the registered workmen."

Shri Phadke emphasised the expression 'dearness allowance will be payable on the monthly basis on the piece rated monthly earnings' and argued that the workmen must work for 26 days in a month in order to earn any dearness allowance at all. According to him the rates of dearness allowance have been fixed on the basis that the workmen work for the whole month that is 26 days. On the other hand Shri Dangle emphasised the use of the words "Rs. 20 should be paid as dearness allowance for piece rated earnings below Rs. 109". According to Shri Dangle this means that howsoever meagre the earnings of the workmen, the dearness allowance is Rs. 20 so long as the earnings are below Rs. 109. Shri Phadke contended that the use of the words 'below Rs. 109' is semantically inaccurate. The proper words should have been "up to Rs. 109". He pointed out that even zero is below Rs. 109. He contended that it would be absurd that a workman who has worked for a day and has earned a sum of Rs. 2 for instance is entitled to an amount of Rs. 20 as dearness allowance. According to him the very concept of dearness allowance payment is to supplement basic wages, to offset or neutralise the effect of the rise in prices. There is considerable substance in this argument. The interpretation sought to be put by Shri Dangle would lead to absurd results. It may happen that a workman has worked with a particular contractor for a single day and has earned a small sum of Re. 1 or Rs. 2; for the remaining days he may have worked for a number of other contractors for short periods in such a case the concerned workman will be entitled to dearness allowance at the rate of Rs. 20 from each of the contractors. Shri Dangle argued that a worker has to report himself every morning for duty to the contractor and ask whether there is enough work for the day. There is no evidence in support of the statement nor is it open to me to take that aspect into account in this reference, but assuming for a moment that this is the practice, it will make no difference. As soon as he comes to know from one contractor that there is no work for the day he will go to another contractor and work for him. The mere fact that he has to report for work to one contractor does not mean that he has worked for that contractor for that day. If there is work with another contractor the workman is free to go and carry out that work. The workmen working with the contractor do not appear to be permanent workmen. They are a fluctuating body. Therefore they may go for work to any contractor.

8. It will be seen that the first part of the agreement states that although the piece rated payments are payable to the workmen on a weekly basis or a fortnightly basis as the case may be, the dearness allowance will be payable on a monthly basis on the piece rated monthly earnings of the registered workmen. This means that the wage periods for piece rates will continue to be either weekly or fortnightly, as the case may be, but for dearness allowance payment the wage-period will always be by the month. The agreement further provides in the last para that although there is no demand for dearness allowance separately referred to adjudication, the parties have no objection to divide the total emoluments into two categories piece rate and D. A. This is subject to the over-riding condition that "the total emoluments should not exceed the demand regarding wages as referred". For a true interpretation of the agreement it is necessary to look to the intention of the parties. Even though no demand was made by the employees for dearness allowance, the employer conceded a slab system of dearness allowance linked to the piece rates. This shows that the dearness allowance was given as an incentive so that those who work more, earn more by regular attendance. Since the slab system of dearness is linked to piece rates the factors which are implicit when computing the dearness allowance are the daily earnings of the employees calculated on the piece rates which vary according to the nature

of the operations and the tonnage; and for the purpose of ascertaining the slab, the monthly earnings of the employees which in turn is the sum total of their daily earning for the number of days worked in a particular month. Thus the tonnage, the nature of the operations, the piece rates, the number of days worked in a month and the total monthly earnings are co-related in the slab system of dearness allowance prescribed under the agreement. The expression "payable on a monthly basis" could not mean as was urged by Shri Phadke that a workman must work for all working days, that is 26 days in a month. The expression "monthly basis" has a reference to the mode of calculation and the dearness allowance is to be calculated on the basis of the piece rate monthly earnings. If Shri Phadke's argument is accepted it would mean that even though the workman has worked for 25 days in a month, that is one day less and earned Rs. 109 or more he would not get a single pie by way of dearness allowance. The attendance of the workman will play an important part in calculating the dearness allowance the workman has earned. For example if he attends to his duties for 13 days in a month and earns Rs. 109 he would be entitled to Rs. 20 as urged by Shri Dengle, he would be entitled to only a proportionate payment that is to say in proportion to the number of days he has worked; that means that he will get Rs. 10 as dearness allowance. According to Shri Phadke's argument he would get nothing. That obviously would lead to not only hardship but also an anomaly. Suppose again a worker has achieved 1 1/2 times or double the tonnage achieved by another during the 13 days and the piece rated monthly earnings come to Rs. 150 then he would be entitled not to Rs. 30 as urged by Shri Dengle but he would be entitled to half of Rs. 30 because he has worked for 13 days during the month. There is another difficulty in accepting the argument of Shri Phadke and it is this. Supposing a worker is ready to work for all the 26 days in a month but the contractor is not in a position to supply him work for all the days but can give him work only for a few days. The logical corollary of Shri Phadke's argument will be that even in that event the worker would not get any dearness allowance. This is obviously unfair. If Shri Dengle's argument is accepted namely that a worker is entitled of Rs. 20 dearness allowance whatever his earnings and whatever the number of days he has worked it would mean that he will get dearness allowance without earning any wages. That will be opposed to the fundamental concept of dearness allowance. Shri Dengle's argument therefore cannot be accepted. We can take another illustration, a worker has worked for 25 days and on the 26th day he falls ill, according to Shri Phadke's contention he will not be entitled of any dearness allowance at all. It will thus be seen that the lines of arguments adopted by the respective counsel are the extreme lines and lead to illogical and anomalous consequences. The only correct interpretation of the terms of the award therefore is to hold that a worker is entitled to dearness allowance according to the table or schedule prescribed in the consent Award in proportion to the number of days he has worked and I interpret the award accordingly.

Sd/- V. A. NAIK,
Arbitrator.

Bombay, the 23rd September 1968.

[No. F. 28/27/68-LR.III.]

ORDER

New Delhi, the 30th October 1968

S.O. 3930.—Whereas the Central Government is of opinion that an industrial dispute exists between the management of M/s. Hooghly Lighterage Company, Watchman Suppliers and Ship Chandlers and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

1. Whether the work done by the watchmen of M/s. Hooghly Lighterage Company on behalf of the Shipping Corporation of India Limited at Calcutta Port could be deemed to be work concerning a major Port.
2. Whether having regard to the nature of duties performed by them, the Watchmen employed by M/s. Hooghly Lighterage Company are entitled to second interim relief as recommended by the Central Wage Board for Port and Dock Workers at major Ports, and if so, from what date?

[No. 28/75/68-LR.III.]

K. D. HAJELA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 24th October 1968

S.O. 3931.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial Dispute between the employers in relation to the East Chora Colliery, Post Office Bahula, District Burdwan and their workmen, which was received by the Central Government on the 18th October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 13 OF 1968

PARTIES :

Employers in relation to the East Chora Colliery.

AND

Their workmen.

PRESENT :

Shri B. N. Banerjee

Presiding Officer

APPEARANCES :

On behalf of Employers.—Shri K. C. Nandkeolyar,
Dy. Chief Personnel Officer.

On behalf of Workers.—Shri Robin Chatterjee, Vice-President,
Colliery Mazdoor Sabha.

STATE: WEST BENGAL.

INDUSTRY: Coal Mines.

AWARD

By Order No. 6/94/67-LRII, dated March 2, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the East Chora Colliery and their workmen, to this tribunal, for adjudication, namely :

“Whether the management of East Chora Colliery, Post Office Bahula, District Burdwan was justified in changing the trade of Shri Nandalal Mahato On-setter Banksman to a Trammer? If not, to what relief is the workman entitled?”

2. The cause of the workman concerned was espoused by the Colliery Mazdoor Sabha, a trade union. The Mazdoor Sabha filed a written statement. The employer company did not file any written statement. At the hearing of the reference Mr. Robin Chatterjee, Vice-President of the Colliery Mazdoor Sabha, appeared for the workman. Mr. K. C. Nandkeolyar, Deputy Chief Personnel Officer, appeared for the employer company. Parties did not examine any witness. Certain documents produced on behalf of the workman, by the trade union, were marked, by consent, formal proof being dispensed with.

3. It is not disputed that the workman concerned used to work as an On-setter at the material time. On July 15, 1967, the following notice (Ext. A2) was sent to the workman by the Manager of the employer company :

“In accordance with section 9A of the Industrial Disputes Act, 1947, your services are hereby changed as U. G. Trammer with effect from 6th August, 1967.

Therefore, you are requested to report your duty accordingly.”

Thereafter, on August 5, 1967, the manager of the employer company wrote the following further letter to the workman (Ext. A1) :

“As per our letter *vide* No. LW/(7)/172/67 dated 15th July, 1967 Form E (Rule 34) of Industrial Disputes (?) of 1947 and in accordance with Section 9A of Industrial Disputes Act, 1947 your services are hereby changed as U/G Trammer with effect from 6th August, 1967.

Therefore, you are requested to join your duty accordingly.”

Notices of this change appear to have been given to the Chief Labour Commissioner (C), Regional Labour Commissioner (C), Asansol, Assistant Labour Commissioner (C), Raniganj, The General Secretary, Colliery Mazdoor Congress (HMS), and in different notice boards of the company's colliery office (*vide* Ext. A3). The change of designation or work was

unacceptable to the workman concerned and the reason why it was so was stated in paragraph 6 of the written statement, which I set out below :

"The nature of work of Trammer as well as the scale of pay of Trammer being different from that of the work of Banksman On-setter, Shri Mahato regretted his inability to accept the terms."

4. Mr. Robin Chatterjee, who appeared for the union, raised a threefold contention for my consideration. He contended, in the first place, that on the pretext of change of designation or work, the workman concerned was really reduced in rank. He contended, in the next place, that the pay and emoluments of a trammer was less than the pay and emoluments of an On-setter and by reason of the order the workman concerned was suffering financial loss. He argued lastly that the procedure adopted in effecting the change was illegal and the workman was being really victimised by the employer company.

5. Mr. K. C. Nandkeolyar, who appeared on behalf of the employer company, made two broad concessions in favour of the workman. The first concession made by him was that the workman concerned will be treated as time rated trammer and be placed in Category V to which all Banksmen and On-setters are placed, under paragraph 153 of Labour Appellate Tribunal '(Colliery Disputes) 'Award of the year 1957. The second concession made by him was that the workman concerned will be drawing the same pay and emoluments as he was drawing as an On-setter, even though he may be working as a trammer. He also made it clear that if, in the meantime, anything less by way of pay and emoluments has been paid to the workman, the same would be made up by the employer company.

6. Now, regard being had to the concessions made by Mr. Nandkeolyar, it cannot be said that the workman concerned has any further substantial grievance. The letter of change (Ext. A2) did not indicate that he was being placed in a reduced rank. It appears from paragraphs 150 and 153 of the Labour Appellate Tribunal Award in Colliery Disputes :

"150. ***we think that the proper place of the piece-rated Trammer whether working underground or on the surface would be in Category V. We would, therefore, direct that the existing rates of the piece-rated Trammer should be revised and raised***.

153. Since we have now placed the time-rated Trammers in Category IV it will be necessary to upgrade banksmen and On-setters (item 93 and 94) who shall be put in Category V, and***".

Mr. Robin Chatterjee contended that the order of change does not indicate that the workman concerned will be placed in the rank of time-rated trammers. Mr. Chatterjee is no doubt right in this contention. But because of the concession made by Mr. Nandkeolyar, the criticism loses its force. I make it clear, by this award, that by the change the workman concerned shall be deemed to have been placed in Category V and shall be drawing the same pay and emoluments as he was entitled to do as an On-setter. I further make it clear that if in the meantime the workman has been paid anything less, the same would be made up by the employer company.

7. This disposes of the first and second contention of Mr. Chatterjee that a demotion took place, which made the workman suffer financially.

8. I now turn to the last contention of Mr. Chatterjee that the procedure adopted by the employer company was illegal and the change was made only to victimise the concerned workman. There is no evidence that the procedure under Section 9A of the Industrial Disputes Act was not followed. There is also no evidence of any victimisation. In the absence of any evidence, I cannot uphold this branch of argument of Mr. Chatterjee.

9. In the result, my award is that the management of East Chora Colliery was justified in changing the trade of Nandalal Mahato from an On-setter to a trammer. The effect of this change, however, will not make the workman concerned lose his grade or cause any reduction in his pay or emolument. He shall remain in Grade V as time-rated trammer, as envisaged in the Labour Appellate Tribunal (Colliery Disputes) Award and shall continue to draw the same pay and emoluments as he used to do as an On-setter.

This is my award.

(Sd.) B. N. BANERJEE, Presiding Officer.

Dated, October 14, 1968.

[No. 6/94/67-LRII.]

S.O. 3932.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the Umaria Colliery of Rewa Coalfields Limited, Post Office Dhanpuri, District Shahdol (Madhya Pradesh) and their workmen, which was received by the Central Government on the 19th October, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

Dated 14th October 1968

PRESENT :

Shri G. C. Agarwala, Presiding Officer.

CASE REF. NO. CGIT/LC(R)(143) OF 1967

PARTIES :

Employers in relation to Umaria Colliery of M/s. Rewa Coalfields Ltd., P.O. Dhanpuri, Distt. Shahdol (M.P.).

Vs.

Its workmen, represented through Shri K. B. Chougule, General Secretary of Umaria Colliery Mazdoor Sangh and authorised representative, C/o. Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad.

APPEARANCES :

For employers.—(1) Shri S. D. Singh, Labour Officer.

(2) Shri Ujagar Singh, Labour Officer.

For workmen.—Shri K. B. Chougule, General Secretary of the Union.

DISTRICT: Shahdol (M.P.).

INDUSTRY: Coal Mines

AWARD

By Notification No. 5/31/61-LR II, dated 25th September, 1967, the Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment), Government of India, referred the following matter of dispute as stated in the schedule to the order of reference to this Tribunal, for adjudication:—

Matter of Dispute

Whether the intended closure of one shift of Umaria Colliery with effect from 1st August, 1967 by the management of Umaria Colliery of Messrs Rewa Coal Fields Limited, Post Office Dhanpuri, and asking the workers to opt for pension or gratuity and also proposing transfer of surplus workers from Umaria Colliery to other collieries without following the procedures as laid down in Chapter V A of the Industrial Disputes Act, 1947 is justified? If not to what relief are the workmen entitled?

After issue of usual notices, parties filed written statements followed by rejoinders and on the basis of pleadings certain additional issues were also framed on 5th February, 1968. Since then, a number of dates had to be given as the parties wanted time to compromise, which in fact has now been rendered. It appears that not only the shift in question, but the working of the entire colliery has been closed by the employers in consequence of which there was a dispute raised by another Union and which was the subject matter of reference in Case No. 10 of 1968. That case was compromised and a compromise award has already been published in Government of India Gazette dated 10th August, 1968. In view of this intervening circumstances and the fact that all the workers who were affected by the closure have been given employment at Burhar, another colliery of the employers, with continuity of service and without any adverse affect, the Union did not press the dispute. The terms of settlement are reproduced in the annexure. Accepting the terms, a consent award is hereby recorded in terms of compromise settlement.

Sd/- G. C. AGARWALA,

Presiding Officer,

14-10-1968.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL *CUM* LABOUR COURT, JABALPUR CAMP—PACHMARI

IN THE MATTER OF REFERENCE NO. CGIT/LC(R)(143)/67.

PARTIES :

M/s. Rewa Coalfields Ltd., Umaria Colliery, Non-applicant.

AND

Their workmen, through General Secretary, Umaria Colliery Mazdoor Sangh and authorised representative Shri K. B. Chougule, C/o. Nowrozabad Colliery Mazdoor Sangh, Applicant.

May it please the Honourable Tribunal:—

1. That after above reference was made, Umaria Mine was finally closed and the matter was referred to this Honourable Tribunal and was heard as reference No 10 of 1968, in which a compromise award had been given and published in the Gazette of India on 10th August, 1968.

2. That in view of the above intervening circumstances and in view of the fact that all the workers, who were affected by the closure of IInd Shift have since been given employment at Burhar with continuity of service, and without any adverse affect except those who have themselves opted for alternative employment.

Prayer

The parties therefore jointly pray that this dispute may kindly be treated as finally settled and closed.

For Workmen:—

Sd./- K. B. CHOUGULE,

11-10-68.

For Employers :—

1. Sd/- S. D. SINGH
11-10-68.

2. Sd/- UJAGAR SINGH,
11-10-68.

Presented and verified.

Sd/- G. C. AGARWALA,
11-10-68.

PART OF THE AWARD

Sd./- G. C. AGARWALA,
Presiding Officer.

[No. 5/31/67-LRII.]

New Delhi, the 25th October 1968

S.O. 3933.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Samla Dalurband Colliery, Post Office Pandaveswar, District Burdwan and their workmen, which was received by the Central Government on the 18th October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

REFERENCE No. 7 OF 1968

PARTIES :

Employers in relation to the Samla Dalurband Colliery,

AND

Their workmen.

PRESENT:

Shri B. N. Banerjee, Presiding Officer.

APPEARANCES:

On behalf of Employers—Absent

On behalf of Workmen—Shri Benarshi Singh Azad, General Secretary, Khan Shramik Congress.

STATE West Bengal.

INDUSTRY Coal Mine.

AWARD

By Order No. 6/86/67-LRII, dated January 10, 1968, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following dispute between the employers in relation to the Samla Dalurband Colliery and their workmen, to this tribunal, for adjudication, namely:

"Whether the refusal of employment to Shri Gora Chand Bouri, Winding Engine Khalasi, by the management of Samla Dalurband Colliery, with effect from the 6th December, 1965, was justified? If not, to what relief is the workman entitled?"

2. The cause of the workman was espoused by a trade union known as Khan Shramik Congress, which filed a written statement. Thereafter, the employer company also filed a written statement. The employer company did not further appear. Today, which was fixed as the date of hearing with notices to the parties, Mr. B. S. Azad, General Secretary of Khan Shramik Congress, appeared on behalf of the workman, filed a compromise petition and stated that the dispute between the workman concerned and the employer company stood settled in terms contained in the petition of compromise and that no further dispute existed between them. He prayed that the compromise may be recorded and an award passed in terms thereof. Mr. Azad deposed himself and proved the terms of the compromise. He also proved the signatures appearing on the compromise petition. In view of the compromise petition and the prayer, I find that no further dispute exists between the parties now.

3. I, therefore, record the terms of compromise and pass an award in terms thereof. Let the petition of compromise form part of this award.

Dated, October 14, 1968

Sd/- B. N. BANERJEE,
Presiding Officer,

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL 20, BRITISH INDIAN STREET, 3RD FLOOR, CALCUTTA

In the Matter of Notification No. 6/86/67-LRII, dated 10th January, 1968.

AND

In the matter of an Industrial Dispute (Reference No. 7 of 1968).

BETWEEN:

Employer in relation to the Samla Dalurband Colliery.

AND

Their Workman.

Compromise Petition on Behalf of the Above Named Parties

The above reference has been amicably settled between the Parties on the following terms:—

1. That Sri Gorachand Bouri, the workman concerned is not interested in his job with the present Employer.

2. That at the request of the Union the management has agreed to pay a sum of Rs. 250/- to Sri Gorachand Bouri as an *ex-gratia* payment in full and final settlement of all his claim and demand till the date of this settlement.

3. That there is no existing dispute between the Management and the workman concerning Sri Gorachand Bouri which needs adjudication by this Hon'ble Tribunal.

It is therefore humbly prayed that the compromise may kindly be accepted and an Award passed in terms thereof.

Sd/- Illegible.

For Workman.

Signature & Designation with date.

General Secretary, Khan Shramik Congress of Ukhra.

For Samla Dalurband Coal Co. P. Ltd.

Sd/- Illegible.

Director.

for Employer.

[No. 6/86/67-LRII.]

S.O. 3934.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad in the industrial dispute between the employers in relation to the Bhowra Colliery, Post Office Bhowra, District Dhanbad and their workmen, which was received by the Central Government on the 19th October, 1968.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 3)
AT DHANBAD**

PRESENT:

Shri Sachidanand Sinha, Presiding Officer.

PARTIES:

Employers in relation to the Bhowra Colliery, P. O. Bhowra, District Dhanbad.

Versus

Their Workmen.

APPEARANCES:

For Employers—Shri K. C. Nandkeelyar, Dy. Chief Personnel Officer.

For workmen—Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha, P. O. Bhowra, Dhanbad.

INDUSTRY: Coal.

STATE: Bihar.

Dhanbad, dated the 18th September, 1968

AWARD

REFERENCE No. 31 OF 1968

The Central Government being of the opinion that an industrial dispute exists between the employers in relation to the Bhowra Colliery, P. O. Bhowra, District Dhanbad and their workmen, by its order No. 2/68/66-LRII dated the 6th June, 1966, referred to the Central Industrial Tribunal, Dhanbad under Section 10(1) (d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the Schedule annexed thereto. The Schedule is extracted below:

SCHEDULE

“Whether the dismissal of Shri Sheonath Lodh and Sobhay Lodh Miners with effect from 18th January, 1966 and suspension of Hublal Passi, Jailal Passi, Ramdayal Passi, Pancham Passi, and Sarjoo Passi, miners, from 29th December, 1965 to 15th January, 1966, by the management of Bhowra Colliery was justified?

If not to what relief are they entitled?

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as Reference No. 114 of 1966 on its file. By Central Government's Order No. 8/25/66-LRII dated the 8th May, 1967, the reference was transferred to the Central Government Industrial Tribunal (No. 2) at Dhanbad where it was numbered as Reference No. 160 of 1967. By subsequent order No. 8/72/68-LRII dated the 17th August, 1968, the Central Government transferred the dispute to this Tribunal. This Tribunal registered the reference as Reference No. 31 of 1968, on its file.

3. The workmen represented by Shri Ram Mitra, Secretary, Bihar Koyala Mazdoor Sabha, P. O. Bhowra, District Dhanbad filed written statement on 20th July, 1966. They stated therein that during the week ending 4th December, 1965, 11th December, 1965 and 18th December, 1965 weekly earning fell short than the minimum guaranteed wages as per Coal Award in respect of Sheonath Lodh, Shobhay Lodh and few others. These miners refused to accept lower wages offered to them by the management and submitted several petitions before the management for the payment of the minimum guaranteed wages. But the management refused to redress grievance of the workers.

4. On 28th December, 1965 in the second shift while the concerned workmen were engaged in their duties, Pancham Passi was assaulted with the result that Shri Pancham Passi received serious injuries on his head. Pancham Passi wanted to get treatment from the Colliery Hospital for which he was legally entitled but the management deliberately refused to give him medical treatment. On refusal Shri Pancham Passi went to the State Dispensary at Jharia for his treatment. On 29th December, 1965 in the morning Pancham Passi, Ramdayal Passi, Sarjoo, Sheonath Lodh, Sobhay Lodh, Hublal and Jai Lal (Affected workmen) submitted a joint petition to the Manager stating the facts of

assault and demanded suitable action against the culprits. Their contention is that after receiving the joint petition instead of taking action against the real culprits the management issued charge sheets to the concerned workmen and suspended them from 29th December, 1965 pending the enquiry.

5. After receiving the charge sheets the concerned workmen submitted their reply to the charge sheets denying the charge and also stated the true facts and demanded action against the real culprits. But the management gave protection to the real culprits and proceeded against the concerned workmen. Their case is that no enquiry was held and no fair chance was given to them to defend themselves and to produce their witnesses and documents. The concerned workmen submitted joint petition before the management on 7th January, 1966 and demanded a fair enquiry but no reply was given to them. Subsequently the management allowed Hublal Passi, Jallal Passi, Ramdayal Passi, Pancham Passi and Sarjoo Passi to resume their work with effect from 15th January, 1966 and dismissed the other two workmen namely Sheonath Lodh and Sobhay Lodh with effect from 18th January, 1966. According to them the management was not justified in dismissing Sheonath Lodh and Sobhay Lodh from 18th January, 1966 nor they were justified in suspending Pancham Passi, Hublal Passi, Ramdayal Passi, Sarjoo Passi and Jallal Passis from 29th December, 1965 to 15th January, 1966.

6. The employers filed the written statement on 11th July 1968. In their statement they stated that the concerned workmen were charge-sheeted on 29th December 1965. There was a common charge against all the workmen. The charge runs as follows:

"It has been reported that on 28th December 1965 while on duty in the second shift at 9-30 P.M., the concerned workmen namely Hublal Passi, Shobay Lodh, Jallal Passi, Ramdayal Passi, Sarjoo Passi and Sheonath Lodh challenged to fight violently with Baldeo Dusad and his gang in which Baldeo Dusad was beaten and Taleswar Bhuiya was hit on his head with a sprag and was injured grievously. Also Bhawani Dusad and Jhaggam Dusad were hit by missiles and that it constituted misconduct under Standing Orders 27(19) and 27(5)."

7. The workmen denied the charge but since the joint explanation submitted by the workmen was not considered satisfactory, it was thought necessary to enquire into the matter. A notice was given to the workmen concerned that the enquiry is to be held on the 3rd January, 1966 at 9 A.M. and on that date the concerned workmen attended the enquiry and also filed a petition that they may be permitted to be represented by Shri Lakhan Singh and this was allowed. Shri Lakhan Singh attended the enquiry along with the concerned workmen on 3rd January 1966 and the statement of one witness namely Shri S. K. Chhibba, overman was recorded and the recording of the statement was over at 1 P.M. and the enquiry was adjourned and fixed on the following day i.e. 4th January 1966 at 9 A.M. On 4th January 1966 the workmen concerned did not turn up for the enquiry. Thereafter the enquiry was adjourned on 5th January 1966 at 4 P.M. Even on 5th January 1966 the workmen concerned did not attend the enquiry. The enquiry was then adjourned and it was fixed on the 6th January, 1966 at 4-30 P.M. On that day though the workmen concerned were present, they left the place of enquiry without any reason and Sheonath Lodh told the Enquiring Officer that they would not attend the enquiry and that the Enquiring Officer could do whatever he liked. The enquiry thereafter proceeded *ex-parte*. In the absence of the workmen concerned the statements of the witnesses on behalf of the management were recorded. The management was of the view that Sheonath Lodh and Shobay Lodh were the persons who were mainly and directly responsible for the assault and that involvement of other workers concerned was of lesser degree. The Enquiring Officer therefore recommended dismissal of Sheonath Lodh and Shobay Lodh and suspension of the remaining five workmen concerned. The case of the management is that they took all possible steps to hold proper enquiry but the workmen concerned intentionally avoided the enquiry and therefore the management had to proceed with the enquiry *ex-parte*.

8. The concerned workmen denied the charge. Ext. M.8 is their reply to the charge sheet. Their case is that on 28th December 1965 in the second shift at about 10-30 P.M. Pancham Passi and Ramdayal were assaulted and that Pancham Passi received serious injuries on his head. They contend that the management has not taken any action against the real culprits and that the management took side of the offenders and as such served charge sheets to the workmen concerned.

9. It appears that the management did not consider explanation of the concerned workmen to the charge sheet to be satisfactory and decided to enquire into the matter. The enquiry was ordered to be held on 3rd January 1966 at 9 A.M. On that date the concerned workmen were present. The workers also filed a petition to the effect that they may be represented by the workman Lakhan Singh in the enquiry. On 3rd January 1966 Shri S. K. Chhibba, Overman on behalf of the management was examined and cross-examined. Only one witness was examined on that date and the enquiry was adjourned to

4th January 1966 at 9 A.M. The case of the management is that on 4th January 1966 the workmen did not turn up and the enquiry was adjourned to 5th January 1966 at 4 P.M. Again on 5th January 1966 the workmen did not turn up and the enquiry was therefore adjourned to 6th January 1966 at 4-30 P.M. According to management the affected workmen were present on 6th January 1966 at 4-30 P.M. but later they left without taking part into the enquiry proceedings, without any reason. The management further contend that Sheonath Lodh one of the affected workmen stated that they will not attend the enquiry and that the Enquiring Officer was at liberty to do whatever he liked. The contention of the affected workmen is that they were present to attend the enquiry but since the Enquiring Officer was not present in his office no enquiry could be held and they left the place. But the management further contend that when the affected workmen did not attend the enquiry on the 6th January, 1966, the Enquiring Officer held the enquiry *ex-parte* and examined the witnesses on behalf of the management. Nine witnesses on behalf of the management were examined and the enquiry was completed on that date i.e. the 6th January, 1966.

10. The most important point for consideration in this case is that whether the workmen were given an opportunity to take part in domestic enquiry and if so they refused to avail of the same and deliberately and without any reasonable ground absented themselves from attending the enquiry. If so, they could definitely be not allowed to contend that the action of the management in proceeding with the enquiry *ex-parte* was not fair or proper.

11. According to the workmen whatever enquiry was held, it was held on the 3rd January, 1966. On that day the enquiry commenced at 9 A.M. and only one witness namely Shri S. K. Chhabba could be examined on behalf of the management. The deposition of this witness runs into five closely written pages. On 6th January, 1966, as stated by the management, the enquiry commenced at 4-30 P.M. and on that date nine witnesses on behalf of the management are said to have been examined. Their depositions run into eighteen closely written pages. The Enquiring Officer has further stated in his Enquiry Report that he put question to the witnesses in order to seek clarifications on the points raised by the affected workmen in their reply to the charge sheets. It is difficult to understand how the management could examine nine witnesses on the 6th January, 1966 when the enquiry itself started late at 4-30 P.M. The contention of the affected workman, therefore appears to be correct that in fact no enquiry was held on the 6th January, 1966. To that effect the affected workmen are stated to have addressed the management a petition dated the 7th January, 1966 wherein they mentioned that on the 6th January, 1966 at 4-30 P.M. they presented themselves to attend the enquiry but since the Enquiring Officer was absent from his office they waited upto about 5-30 P.M. and then left the place as no enquiry was held. The affected workmen also presented before the Conciliation Officer to the effect that no enquiry was held on the 6th January, 1966 and that they were not given any opportunity to cross-examine witnesses and to produce their defence witnesses. In his report the Conciliation Officer has also reported that the management failed to produce before him the relevant enquiry report even on the 2nd April, 1966 when he visited the said Colliery. All this leads me to believe the statement of the workmen that the evidences of the nine witnesses on behalf of the management alleged to have been examined on the 6th January, 1966, have been manufactured subsequently. In this connection I may mention that the enquiry report of the Enquiring Officer filed before me bears no date.

12. It was a case of assault between two groups of workmen. According to the management the group of Sheonath Lodh, the affected workmen assaulted Baldev Dusad and Talewar Bhuiya. Talewar Bhuiya was assaulted with a sprag on his head and he got grievous injuries. Bhabhani Dusad and Jhaggin Dusad were also hit by missiles. Though this is a case of grievous injuries the management could not produce any medical evidence to support assault on Baldev, Talewar, Bhabhani and Jhaggar. The Enquiring Officer told me that he had before him only the oral statements of the involved workmen and other witnesses. But on the other hand the story of the affected workmen is that the gang of Baldev Dusad and Talewar Bhuiya had assaulted Pancham Passi and that Pancham Passi received serious injuries on his head. Pancham got himself examined by Civil Assistant Surgeon, Jharia State Dispensary on 30th December 1965 and according to medical certificate issued by the Medical Officer Pancham had received injuries—(1) Facetrated wound— $2\frac{1}{2}'' \times 1'' \times 1''$ at the centre of scalp, and (2) Swelling tenderness— $2'' \times 1''$ at the lower angle of left scapula. In spite of the above and more so that though the management admit that Pancham Passi also sustained injuries in the assault, the management did not issue any charge sheet to the workmen belonging to the gang of Baldev Dusad and Talewar Bhuiya. They charge-sheeted only the affected workmen of the gang of Sheonath Lodh. The allegation of the affected workmen that the management took side of the opposite gang of Baldev Dusad and Talewar Bhuiya finds support.

13. In an industrial dispute the question of bonafide or malafide of the employers is often at issue. This is why a domestic enquiry in an industrial dispute should be held

with scrupulous regard for the requirement of natural justice. Care must always be taken to see that the enquiry is not reduced to an empty formality. In this case the aforesaid circumstances make me believe that the domestic enquiry was not properly held. The management failed to prove that the concerned workmen deliberately and without any sufficient ground absented themselves from the enquiry and did not avail of the opportunity to cross-examine the witnesses and to produce their own defence witnesses. On the other hand I held that the enquiry was not proper in the sense that full opportunity was not given to the workmen to meet the charge. The affected workmen had no opportunity to examine their witnesses and file their documents.

14. I therefore held that the dismissal of Shri Sheonath Lodh and Sobhay Lodh miners with effect from the 18th January, 1966 is not justified and therefore they are entitled to be re-instated with full back wages and other emoluments from the date of their dismissal i.e. from the 18th January, 1966 upto the date of their re-instatement along with continuity of service. I further hold that the suspension of Khublal Passi, Jailal Passi, Ramdayal Passi, Sarjoo Passi and Panham Passi, miners from 29th December 1965 to 15th January 1966 is not justified and consequently they are entitled to full wages for the period of suspension i.e. 29th December 1965 to 15th January 1966.

I give my award accordingly. Let it be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

.. (Sd.) SACHIDANAND SINHA,
Presiding Officer,
Central Government Industrial Tribunal (No. 3)
Dhanbad.
[No. 2/68/66-LRII.]

New Delhi, the 26th October 1968

S.O. 3935.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Bhowra Colliery, Post Office Bhowra, District Dhanbad and their workmen, which was received by the Central Government on the 19th October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE No. 151 OF 1967

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the Bhowra Colliery, Post Office Bhowra, District Dhanbad.

AND

Their workmen.

APPEARANCES :

For the employers.—Shri K. C. Nandkeolyar, Deputy Chief Personnel Officer.

For the workmen.—Shri B. Lall, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, 15th October, 1968
23rd Asvina 1890 Saka.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Bhowra Colliery, Post Office Bhowra, District Dhanbad and their workmen, by its order No. 2/79/66-LRII dated 16th May 1966 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial

Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the dismissal of Shri Shambhu Mahato, Fan Khalasi, by the management of the Bhowra colliery with effect from the 29th January, 1966, was justified? If not, to what relief is the workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 98 of 1966 on its file. Workmen filed their statement of demands. While it was pending before the Central Government Industrial Tribunal, Dhanbad, the proceeding was transferred to this Tribunal, by the Central Government by its order No. 8/25/67-LRII dated 8th May, 1967. Consequently, the reference is renumbered on the file of this Tribunal as reference No. 151 of 1967. Employers filed their statement of demands,

3. Shri Shambhu Mahato (hereinafter referred to as the affected workman) was an employee working at Bhowra colliery as a Fan Khalasi at No. 23 incline of 9 Seam. He was also to attend to the main switch for the underground located in the same room. He was issued a charge-sheet dated 20th January, 1966 for committing a misconduct in terms of the Certified Standing Orders of the colliery. He submitted his explanation dated 22nd January, 1966 denying the charge. Thereupon a notice of enquiry was issued to him and the domestic enquiry was held on 25th January, 1966. The affected workman participated in the enquiry. The Enquiring Officer, after considering the evidence recorded during the enquiry came to the conclusion that the charge against the affected workman was proved. The Enquiring Officer submitted his report to the Manager, the Manager recommended the dismissal of the affected workman and the Agent approved the recommendation. Thus, the affected workman was dismissed from service by a letter dated 29th January, 1966 with immediate effect. These facts are not in dispute. The case of the workmen is that the dismissal of the affected workman is illegal and unjustified. According to them the charge of misconduct as detailed in the charge-sheet was vague, that the affected workman was not given opportunity to explain the circumstances alleged against him, that the prosecution witnesses had enmity with the affected workman, that the affected workman was dismissed for his being a member of the Khan Mazdoor Congress and that the punishment awarded to the affected workman was not proportionate to the act of the misconduct alleged to have been committed by him. The employers pleaded justification for the action taken by them. The workmen were represented by Shri B. Lal, Advocate and the employers by Shri K. C. Nandkolyar, Deputy Chief Personnel Officer. On admission by the workmen Exts. M1 to M4 were marked for the employers. On behalf of the employers MW1 was examined and Exts. M5 to M7 and W1 were marked. No witness was examined for the workmen.

4. It is not in dispute that during the material period the affected workman was working as a Fan Khalasi and also attending to the main switch for the underground which was located in the same room from where he was operating the fan. The charge-sheet issued to the affected workman on 20th January, 1966 is Ext. M1. The allegation contained therein was "on 19th January, 1966 in your shift you placed a stick below the handle of the main underground switch placed in the fan switch house, thereby preventing the switch from tripping in the event of a fault, which occurred during the shift. As a result, you endangered the life of the workmen below ground and also damaged a trailing cable which amounts to misconduct under Standing Order No. 27(9). You are suspended pending enquiry". The explanation submitted by the affected workman to the charge is Ext. M2. The affected workman simply denied the charge and pleaded that the fault was of the electricity itself. He did not deny that he was on duty to attend to the switch also which was located in the same room from where he was operating the fan. Ext. M3 is a notice of the enquiry. MW1 conducted the domestic enquiry. Exts. M5 and M6 are the enquiry proceedings. Ext. M7 is the report of the Enquiring Officer, MW1 and Ext. M4 is the letter of dismissal. It is in the evidence of MW1 that he held the domestic enquiry on 25th January, 1966 in presence of the affected workman, that during the enquiry he recorded statements of 5 witnesses, Ext. M6, that the affected workman was given opportunity to cross-examine each of the witnesses but he did not cross-examine any, that he had read over and explained statements of the witnesses to the affected workman before the affected workman affixed his thumb impressions to them, that after the statements of the management witnesses were recorded he recorded the statement of the affected workman and that after concluding the enquiry he submitted his report, Ext. M7. This evidence is not rebutted to any extent. Even the affected workman is not examined. There is absolutely no evidence to support the objection raised by the workmen against the domestic enquiry. Thus, there is no room to argue that the domestic enquiry was not conducted in accordance with the principles of natural justice or that the affected workman was prejudiced in any manner. The finding of the Enquiry Officer, MW1 is amply supported by the statement of Shri S. N. Yadev, Mining Sirdar that at about 3-30 A.M. the trailing cable of the machine burst out. The Standing Orders of the colliery are Ext. W1. As

per order 27(9) causing damage to the property of the company is a misconduct for which an employee can be suspended, fined or dismissed without notice or any compensation in lieu of notice. In the instant case not only the trailing cable of the machine was damaged which is a damage to the property of the company, even the lives of the workmen working underground were put in danger owing to the act of the affected workman. Under these circumstances, I do not consider that the punishment awarded to the affected workman was not in proportion to the act committed by him.

5. I, therefore, find that the dismissal of the affected workman, Shri Shambhu Mahato, Fan Khalasi, by the management of the Bhowra Colliery with effect from the 29th January, 1966 was justified and, as such, he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

Sd/- N. VENKATA RAO,

Presiding Officer,
Central Govt. Industrial Tribunal (No. 2), Dhanbad.

[No. 2/79/66-LRII.]

S.O. 3936.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 2), Dhanbad, in the industrial dispute between the employers in relation to the Gaslitan Colliery of Messrs New Manbhoom Coal Company Limited, Post Office Sijua, District Dhanbad and their workmen, which was received by the Central Government on the 19th October, 1968.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri Nandagiri Venkata Rao, Presiding Officer.

REFERENCE NO. 138 OF 1967

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the Gaslitan Colliery of Messrs New Manbhoom Coal Company Limited, Post office Sijua, District Dhanbad.

AND

Their workmen.

APPEARANCES:

For the employers.—Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners' Association.

For the workmen.—Shri Prasanta Burman, Secretary, Khan Mazdoor Congress.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad 15th October, 1968/23rd ASVINA, 1890 Saka.

AWARD

The Central Government, being of opinion that an industrial dispute exists between the employers in relation to the Gaslitan Colliery of Messrs New Manbhoom Coal Company Limited, Post Office Sijua, District Dhanbad and their workmen, by its order No. 2/49/66-LRII dated 22nd April, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matters specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the action of the management of the Gaslitan Colliery of Messrs New Manbhoom Coal Company Limited, in dismissing Shri Abdul Razak, Mining Sirdar, from service with effect from the 6th January, 1966, was justified? If not, to what relief is the aforesaid workman entitled?"

2. The Central Government Industrial Tribunal, Dhanbad registered the reference as reference No. 76 of 1966 on its file. Workmen filed their statement of demands. While it was pending before the Central Government Industrial Tribunal, Dhanbad, the proceeding was transferred to this Tribunal, by the Central Government by its order No. 8/25/67-LRII dated 8th May, 1967. Consequently, the reference is renumbered on the file of this Tribunal as reference No. 138 of 1967. Employers filed their statement of demands.

3. Shri Abdul Razak (hereinafter referred to as the affected workman) was a Mining Sirdar in Gasltan colliery of the employers. On 5th January, 1966 the management of the colliery served a charge-sheet on him alleging that he had assaulted and abused a miner and suspending him simultaneously. The affected workman submitted his explanation to the charge-sheet on 7th January, 1966 denying the charge. A departmental enquiry was held into the charge-sheet on 13th January, 1966 and the enquiry proceedings were signed by the affected workman. As the result of the enquiry the affected workman was dismissed by a letter dated 13th January, 1966 with effect from the date of his suspension. These facts are not in dispute.

4. The case of the workmen is that the charge against the affected workman was frivolous, that the enquiry held against him was farcical, that the enquiry was conducted by the same Labour Welfare Officer who was prejudiced because he had earlier held the preliminary enquiry, that the management chose to dismiss the affected workman with a view to victimise him because he had taken upon himself to organise a branch of Khan Mazdoor Congress with the help of other labourers at the colliery leaving Colliery Mazdoor Sangh led by the brother of Satya Deo Singh, the owner of the colliery and that as such, the dismissal of the affected workman was not justified. The employers filed their written statement denying knowledge on their part that the affected workman organised any branch of the Khan Mazdoor Congress at the colliery and pleading that the dismissal of the affected workman was justified in view of the finding of the Enquiry Officer that he had committed misconduct. They further stated that the affected workman was present throughout the departmental enquiry and he was given full opportunity to cross-examine the management's witnesses and defend himself, that the affected workman refused to give any further statement or to examine any witness in his defence, that he, however, cross-examined the management's witnesses and that in the departmental enquiry the misconduct mentioned in the charge-sheet was satisfactorily established and as such the affected workman was dismissed by the Agent. The employers flatly denied that the Labour Welfare Officer conducting the enquiry was prejudiced against the affected workman. The workmen were represented by Shri Prasanta Burman, Secretary, Khan Mazdoor Congress and the employers by Shri S. S. Mukherjee, Executive Committee Member, Indian Colliery Owners' Association. By consent of the workmen Exts. M1, M2 and M3 were marked for the employers. On behalf of the workmen 2 witnesses were examined and Exts. W1 and M4 were marked. The employers examined a witness and marked Ext. M5.

5. Admittedly, the affected workman was issued a charge-sheet, Ext. M1. The allegation was that the affected workman had abused Shri Rup Chand Muchi, miner and also threw him below the Tram Line and injured him, which was a misconduct under the Coal Mines Certified Standing Orders. It is also admitted that the affected workman submitted his written explanation to the charge and it is on Ext. M1 itself. The explanation in brief is that the miner, Shri Rup Chand Muchi chased the affected workman, that the affected workman 'gestured' him to forbid him to persuade him, that the miner did not obey the order and hastened towards the affected workman and fell down in the sleeping stone. In short, the fact of the miner, Shri Rup Chand Muchi receiving injury is admitted. It is also to be remembered that the affected workman was a mining sirdar while Shri Rup Chand Muchi was subordinate to him as a miner. In the statement filed by them, the workmen have also admitted that a departmental enquiry was held into the charge. But, contrary to the written statement the affected workman, WW2 states that no enquiry was at all held. At the same time he has admitted his signatures on the enquiry proceedings, Ext. M4 at four places underneath the statement of witnesses. In the statement filed by the workmen as well as in the oral testimony of the affected workman, WW2 it is alleged that the signatures were obtained from the affected workman under duress. This is too serious an allegation. The occurrence being of 13th January, 1966 I am not convinced that the affected workman, a mining sirdar and at the same time very active trade union worker capable of organising a branch at the colliery would sleep over the incident without complaining to any authority. He says in his evidence that he did not submit a written complaint to anyone but he had orally reported the incident to Shri Gopal Chandra Munshi on 7th or 8th of January, 1966. Even Shri Gopal Chandra Munshi did not appear to corroborate the testimony of the affected workman. MW1, the Labour Welfare Officer of the colliery deposed that he held the enquiry, that the affected workman was present throughout the enquiry, that in the presence of the affected workman he recorded statements of Sarvashree Rup

Chand Muchi, Lakhan Bhuia and Chaman Mia, that he gave opportunity to the affected workman to cross-examine all the witnesses, but the affected workman cross-examined only Shri Rup Chand Muchi and that the statements recorded in Hindi were explained to the witnesses and to the affected workman and the affected workman affixed his signatures to the statements voluntarily. He denied emphatically that the affected workman was forced to affix his signatures to the statements of witnesses. No evidence is led nor was any suggestion made to MW1 that he had conducted the preliminary enquiry or that he was prejudiced against the affected workman in any manner. The evidence of WW1 is not of consequence because the witness spoke only about the membership of the affected workman of Khan Mazdoor Congress. The extract from the membership register for the year 1965-66 is Ext. W1. The witness has conceded that he had no connection with the Khan Mazdoor Congress or any of its branches before 1967. There is no evidence, apart from the solitary testimony of WW2 that the affected workman had organised a branch of Khan Mazdoor Congress at the colliery. There is no material to substantiate the allegation that the management was inimically disposed towards Khan Mazdoor Congress or the affected workman. The affected workman, WW2 says that he was representing the grievances of the workmen of the colliery to the General Secretary of Khan Mazdoor Congress, but he does not know even his name. Issue of the charge-sheet, Ext. M1 and submission of explanation to the charge-sheet by the affected workman, the departmental enquiry into the charge-sheet on 13th January, 1966, the enquiry proceedings, Ext. M4 and the dismissal of the affected workman through the letter Ext. M5 are admitted. In this view I do not see any reason not to believe the testimony of MW1 and hold that the affected workman participated in the enquiry and cross-examined one of the management's witnesses voluntarily. Neither it is pleaded nor proved in any manner how the departmental enquiry violated the principles of natural justice. I do not find any substance in the case set up by the workmen. It is argued that the dismissal of the affected workman with effect from the date of his suspension was not justified. I do not see any substance in this contention either. In this regard I find ample support in the decision of the Supreme Court in the case of Jeevaratnam (R) and State of Madras (1967-1-L.L.J. 391). The dismissal order Ext. M3 is signed by the Agent.

6. I, therefore, find that the action of the management of Gasltan Colliery of Messrs. New Manbhoom Coal Company, Limited in dismissing the affected workman, Shri Abdul Razak, Mining Sirdar, from service with effect from the 6th January, 1966, was justified and consequently, he is not entitled to any relief. The award is made accordingly and submitted under Section 15 of the Industrial Disputes Act, 1947.

S/- N. VENKATA RAO,

Presiding Officer,

Central Govt. Industrial Tribunal (No. 2), Dhanbad.

[No. 2/49/66-LRII.]

S.O. 3937.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 3), Dhanbad, in the industrial dispute between the employers in relation to the Bhagaband Colliery, Post Office Bhagaband, District Dhanbad and their workmen, which was received by the Central Government on the 19th October, 1968.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (No. 3) AT DHANBAD.

REFERENCE NO. 34 OF 1968

PRESENT :

Shri Sachidanand Sinha, Presiding Officer.

PARTIES :

Employers in relation to the Bhagaband Colliery

Vs.

Their workmen.

APPEARANCES :

For Employers—Shri A. M. Joshi, Personnel Officer.

For workmen—Shri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha, Dhanbad.

INDUSTRY : Coal

STATE : Bihar

Dhanbad, Dated the 9th October, 1968

AWARD

The Central Government, being of the opinion that an industrial dispute exists between the employers in relation to the Bhagaband Colliery, Post Office-Bhagaband, District Dhanbad and their workmen, by its Order No. 2/96/66-LRII dated the 7th of July, 1966 referred to the Central Government Industrial Tribunal, Dhanbad under Section 10(1)(d) of the Industrial Disputes Act, 1947 for adjudication the dispute in respect of the matter specified in the schedule annexed thereto. The schedule is extracted below:

SCHEDULE

"Whether the termination of employment of the following workmen by the management of Bhagaband Colliery without paying compensation in the form of *ex-gratia* payment with effect from the date shown against each of them was justified?"

Name of workmen	Date of termination.
1. Shri Pahaloo Roy	26-11-65
2. Shri Panchu Singh	10-12-65
3. Shri Soman Bhuian	10-12-65
4. Shri Sadhan Singh	14-12-65
5. Shri Waris Mia	23-12-65

If not, to what relief are these workmen entitled?"

The Central Government Industrial Tribunal, Dhanbad registered the reference : reference No. 124 of 1966 on its file. While it was pending before the Central Government Industrial Tribunal, Dhanbad, the proceeding was transferred by the Central Government's Order No. 8/25/67-LRII dated 8th of May, 1967 to the Central Government Industrial Tribunal No. 2 where it was numbered as reference No. 163 of 1967. The Central Government by its subsequent Order No. 8/71/68-LRII dated the 17th August 1968 transferred the dispute to this tribunal where it has been renumbered as reference No. 34 of 1968.

The parties negotiated the dispute and have settled it amicably. They have filed compromise petition at annexure "A". According to the terms of compromise the management is agreed to pay the *ex-gratia* amount to the workmen concerned as shown against their names and the workmen concerned have already received the same. Considering the terms of compromise it shall have to be held that the compromise is reasonable. I accept the same and pass an award in terms of the joint petition of compromise annexure "A" which shall form part of the award. The award may now be submitted to the Central Government under Section 15 of the Industrial Disputes Act, 1947.

Encl.—Annexure "A" as referred to above.

(Sd.) SACHIDANAND SINHA,
Presiding Officer,
Central Government Industrial Tribunal
(No. 3), Dhanbad.

ANNEXURE "A"

BEFORE THE HON'BLE PRESIDING OFFICER CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. 3, DHANBAD

REFERENCE No. 34 OF 1968

PARTIES :

Employers in relation to Bhagaband Colliery of Messrs. Borrea Coal Co. Ltd., P.O. Bhagaband, Dist. Dhanbad.

AND

Their workmen represented by the Bihar Koyla Mazdoor Sabha, near Mack & Co. Dhanbad.

Joint Petition of Compromise

The parties abovenamed most respectfully beg to submit as under :

(1) That the above matter was referred for adjudication *vide* Ministry of Labour, Employment & rehabilitation (Department of Labour) Notification No. 2/96/66-LRII dated the 7th July 1966, published in the Gazette of India Part II, Section 3, Sub-section (ii) dated the 16th July 1966 as S.O. 2119 at pages 2096-97.

(2) That the said matter is pending before this Hon'ble Tribunal for adjudication.

(3) That the parties in the meantime have mutually discussed the matter and have arrived at a settlement in terms stated hereunder :

Terms of Settlement

(a) That without prejudice to the respective contentions of the parties it is agreed that the *ex-gratia* amounts sanctioned by the management to the workmen concerned in the dispute as shown against their names below are acceptable to the workmen :

1. Shri Pahloo Roy—Rs. 354.12

2. Shri Panchu Singh—354.12

3. Shri Somar Bhuian (wrongly written as Soman Bhuian in the terms of reference)—Rs. 118.04

4. Shri Sodhan Singh (wrongly written as Sadhan Singh in the terms of reference)—Rs. 118.04

5. Shri Waris Mia—Rs. 354.12

(b) That the workmen concerned have already received the amounts shown against their names in item (a) above and they will have no further claim against the management including their re-employment/re-instatement.

(c) That the parties will bear their respective costs of these proceedings.

In the circumstances the parties herein concerned most respectively beg to pray that this Hon'ble Tribunal may graciously be pleased to accept this compromise and pass an award in terms thereof.

And for this the parties as in duty bound shall ever pray.

For workmen.

LALIT BURMAN,
General Secretary,
Dhanbad.

For Employers.

Agent.
Bhagaband Colliery.
A. M. JOSHI,
Personnel Officer.

Dated Dhanbad,
the 8th October, 1968.

[No. 2/96/66-LRII.]

ORDERS

New Delhi, the 28th October 1968

S.O. 3938.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Rayatwari Colliery, Chanda, District Chanda (Maharashtra) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Rayatwari Colliery, Chanda, District Chanda (Maharashtra) was justified in refusing to pay pushing allowance to their underground loaders at the rate prescribed in para 37 of the Wage Board Recommendations for Coal Mining Industry, at page 116 (Vol. I) of the Report? If not, to what relief are these workmen entitled?

[No. 1/11/68-LRII.]

New Delhi, the 29th October 1968

S.O. 3939.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Messrs. Ballarpur Collieries Company, Bissessor House, Temple Road, Nagpur and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Jabalpur, constituted under section 7A of the said Act.

SCHEDULE

Whether the managements of Ballarpur Colliery, Post Office Ballarpur; Sasti Colliery, Post Office Ballarpur and Ghugus Colliery, Post Office Manikpur of Messrs. Ballarpur Collieries Company, Bissessor House, Temple Road, Nagpur are justified in refusing to pay Grade I scale of wages of clerical staff as notified under Section 'D' of Chapter VIII of Volume I of the Report of the Central Wage Board for the Coal Mining Industry to Shri K. N. Wankhede of Ballarpur Colliery, Shri V. N. Bhattarkar of Sasti Colliery and Sarvashri N. B. Joshi and V. R. Kanada of Ghugus Colliery? If not, to what relief are the workmen entitled?

[No. 5/42/68-LRII.]

New Delhi, the 30th October 1968

S.O. 3940.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Dhansar Colliery of Messrs. Dhansar Coal Company Limited, Post Office Dhansar, District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal (No. 3), Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Dhansar Colliery of Messrs Dhansar Coal Company Limited, Post Office Dhansar, District Dhanbad was justified in dismissing Shri Ulfat Saikh, Mining Sirdar, with effect from the 30th January, 1968? If not, to what relief, is the workman entitled?

[No. 2/69/68-LRII.]

S.O. 3941.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of Pure Sitalpur Colliery, Post Office Ukhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Purg Sitalpur Colliery, Post Office Ukhra, District Burdwan was justified in stopping Sarvashri Abdul Mia, Wagon Loader, Dukhran Pandey, Haulage Khalasi, Parvoo Harijan, G. C. Mazdoor, Manager Singh, U. G. Trammer, Jital Singh, U. G. Trammer, Samroo Pashi, Haulage Khalasi, Asikali Miya, S/Trammer, Jagnarayan Jaiswara, Loader, Sukroo Jaiswara, Loader, Keshar Khaira, Wagon Loader, Keshar Bhuiya, Wagon Loader, Ramsahai Singh, Haulage Khalasi, Mata Prasad Passy, Loader, Sadhu Harijan, Loader and Shewnandan Gope, Loader from work with effect from the 16th May, 1968? If not, to what relief are they entitled?

[No. 6/61/68-LRII.]

S.O. 3942.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the South Balanda Colliery of Messrs. National Coal Development Corporation Limited, Talcher, Post Office Dera Colliery, District Dhenkanal (Orissa) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Central Government Industrial Tribunal, Calcutta constituted under section 7A of the said Act.

SCHEDULE

Whether the termination of service of Shri Shyamlal Mahato, Category I Mazdoor of South Balanda Colliery by the management of Messrs. National Coal Development Corporation Limited, Talcher, during probationary period was unjustified? If so, to what relief is he entitled?

[No. 6/35/68-LRII.]

BALWANT SINGH, Under Secy.

(Department of Labour & Employment)

New Delhi, the 29th October 1968

S.O. 3943.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras, in the industrial dispute between the employers in relation to Messrs. Burn and Company Limited, Salem, Messrs. Dalmia Magnesite Corporation, Salem and Messrs. Salem Magnesite (Private) Limited, Salem and their workmen, which was received by the Central Government on the 28th October, 1968.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS.

Friday the 27th day of September 1968

PRES NT :

THIRU M. TAJAMMUL HUSSAIN, B.A., B.L., INDUSTRIAL TRIBUNAL, MADRAS.
INDUSTRIAL DISPUTES Nos. 39 AND 71 OF 1966

(In the matter of the disputes between the workmen and the management of (1) M/s. Burn and Company (2) M/s. Salem Magnesite (P) Ltd., and (3) M/s. Dalmia Magnesite Corporation, Salem).

BETWEEN.

(IN I. D. No. 39 OF 1966)

1. The Secretary, Magnesite Workers' Union U. O. Karuppur, (Via) Salem, Jn. R.M.S. (Madras). (Amended as per Government of India letter No. 35/9-66-LRI., dated 23rd July, 1966).
2. The Secretary, Magnesite National Labour Union, P. O. Karuppur, (Via) Salem Jn. R.M.S. (Madras).
3. The Secretary, Magnesite Syndicate Employees' Association, Suramangalam, Salem-5 (Madras).
4. The Secretary, Salem Dist. Magnesite Labour Union, Suramangalam, Salem-5 (Madras).
5. The General Secretary, Salem Magnesite Employees' Union (AITUC), R. No. 2403, Salem-1 (Impleaded as per the order of Industrial Tribunal, dated 29th November, 1966 in App. No. 239/66).
6. The Secretary, Dalmia Magnesite Corporation Employees' Union, C-60-A, Swarnapuri, Salem-4, R. No. 5/SLM/66 (Impleaded as per order of the Industrial Tribunal, dated 29th November, 1966 in App. No. 240/66).
7. The General Secretary, Salem Distt. Magnesite Thozhilalar Munnetra Sangam, Solampallam, Suramangalam, P. O. Salem-5. (Impleaded as per order of the Industrial Tribunal, dated 15th Februarv, 1968 in App. No. 59 of 68 in I. D. No. 39 of 1966).

(IN I. D. No. 71 OF 1966)

1. The Secretary, Magnesite Workers' Union, P. O. Karuppur, Via. Salem Junction, R.M.S. (Madras)
2. The Secretary, Magnesite National Labour Union, P. O. Karuppur, Via. Salem Junction R.M.S. (Madras).
3. The Secretary, Magnesite Syndicate Employees' Association, Suramangalam, Salem-5.
4. The Secretary, Salem Distt. Magnesite Labour Union, Suramangalam, Salem-5 (Madras).
5. The General Secretary, Salem Magnesite Employees' Union, 56, Mattu Mariamman-koil Street, Salem-1.
6. The Assistant Secretary, The Dalmia Magnesite Corporation Employees' Union, Karuppur P.O., Salem-5. (Impleaded as per order of the Industrial Tribunal, dated 13th March, 1967 in Misc. App. No. 88/67).
7. The General Secretary, Salem Distt. Magnesite Thozhilalar Munnetra Sangam, Solampallam, Suramangalam P. O., Salem-5 (Impleaded as per order of the Industrial Tribunal, dated 15th February, 1968 in App. No. 57/68).

AND

(IN I. D. Nos. 39 AND 71 OF 1966)

1. The Works Superintendent, M/s. Burn and Company Limited, Salem-5 (Madras).
2. The Director, M/s. Salem Magnesite (P) Limited, Salem-7 (Madras).
3. The Manager, M/s. Dalmia Magnesite Corporation, Salem-5 (Madras).

REFERENCE:

I. D. No. 39 of 66 :—

Order F. No. 35/9/66-LRI, dated 21st June, 1966 of the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), Government of India, New Delhi.

I. D. No. 71 of 66 :—

Order F. No. 35/9/66-LRI, dated 22nd August, 1966 of the Ministry of Labour, Employment and Rehabilitation, (Department of Labour and Employment), Government of India, New Delhi.

These disputes coming on before me for final hearing on Saturday the 17th day of August 1968, upon perusing the references, claim and counter statements and all other

material papers on record and upon hearing the arguments of Thiru G. Samuel, President, the Union 1 and 5 in both the disputes. Thiru R. Rengaswamy, General Secretary, Fainace INTUC for the Unions 2, 3 and 6 in both the disputes, Thiru N. G. R. Prasad, advocate of M/s. Row and Reddy, advocates for the Union No. 4 in both disputes and the Union No. 7 in both disputes not appearing in person and of Thiru C. Doraiswamy, as officer of the Employers Federation of South India, authorised representative for the Managements Nos. 1 and 3 in both the disputes and M/s. M. R. Narayanaswamy and D. Meenakshi Sundaram, advocates for the management No. 2 in both the disputes and these disputes having stood over till this day for consideration, this Tribunal made the following.

I. D. 39/66 is a reference by the Central Government of a dispute between the employers in relation to Messrs. Burn and Company Limited, Salem, Messrs. Dalmia Magnesite Corporation, Salem and Messrs. Salem Magnesite (Private) Limited, Salem and their workmen in respect of the matters specified in the schedule. The schedule to the reference is this:

- "1. Whether the existing classifications of workmen employed directly in the workshops attached to magnesite mines of Messrs. Burn and Company Limited, Messrs. Salem Magnesite (Private) Limited and Messrs. Dalmia Magnesite Corporation, Salem are proper? If not, what should be their reasonable classifications?
- 2(i) Whether the basic wages and dearness allowance paid to the skilled, semi-skilled and unskilled workmen employed directly in the mines and the workshops attached to the magnesite mines of Messrs. Burn and Company Limited, Messrs. Salem Magnesite (Private) Limited and Messrs. Dalmia Magnesite Corporation, Salem are adequate?
- (ii) If not, to what extent and from what date, should they be revised, whether the provision for annual increments in their basic wages and whether the dearness allowance can be linked with the cost of living indices?
3. Whether any part of the dearness allowance should merge with the basic wages and, if so, what should be its quantum? What method should be adopted to eliminate the present anomalous practice by which the dearness allowance paid to the same category of workmen varies from person to person?
4. Whether the wages of the workmen should have any relation to production and, if so, what should be the norm?
5. Whether the scale of basic wages and dearness allowance of the monthly paid employees of Messrs. Burn and Company Limited, Messrs. Magnesite (Private) Limited and Messrs. Dalmia Magnesite Corporation, Salem should be revised? If so, to what extent, indicating the manner of fitment and from what date?"

2. I. D. 71 of 1966 is another reference by the Central Government of a dispute between the employers in relation to Messrs. Burn and Company Limited, Salem, Messrs. Dalmia Magnesite Corporation, Salem and Messrs. Salem Magnesite (Private) Limited, Salem and their workmen in respect of the matters specified in the schedule to the reference. The schedule is as follows:

"Whether the existing classification of workmen employed directly in the magnesite mines of Messrs. Burn and Company Limited, Messrs. Dalmia Magnesite Corporation, Salem and Messrs. Salem Magnesite (Private) Limited, Salem are proper? If not, what should be their reasonable classification?"

3. The Unions with different political applications filed separate claim statements. According to union No. 1 the workers have been agitating for a reasonable increase in the basic wages and dearness allowance and for proper classification of workers, since July, 1965 and raised disputes in 1966. There was a strike in June, 1966. The existing classification of the workers is not proper. The present basic wages for all categories of workers are low. At present, an unskilled workman is paid Rs. 1.00, semi-skilled Rs. 1.19 and skilled Rs. 1.37. The basic wages were fixed in the year, 1960. In the course of these six years, the basic wages of the workers of other industries have been considerably increased. Union No. 1 wants a revision of wages as hereunder:

	Annual increments	
	Rs.	Rs.
Unskilled	2.00	0.20
Semi-skilled	2.50	0.25
Skilled	3.50	0.35

per day and a portion of the dearness allowance to be merged with basic wages. It also prays that the dearness allowance may be fixed at 0.19 paise per point over 100 points of cost of living allowance. The basic scales of monthly rated employees should be revised as Rs. 60/-, Rs. 75/- and Rs. 105/- for unskilled, semi-skilled and skilled workers respectively. All the clerical staff shall be started on Rs. 105/- basic salary per mensem. The annual increment of other employees who are drawing more than Rs. 105/- basic salary at present should be fixed at Rs. 15/- per mensem. The dearness allowance for all the monthly rated employees shall be fixed at Rs. 0.19 per point over 100 points on cost of living index with effect from 26th December, 1965.

4. Union No. 2, Magnesite National Labour Union, filed a claim statement and its demands are as hereunder regarding basic wages and dearness allowance.

Present wages & D. A.										Wages per day.	D.A.
										Rs.	Rs.
Skilled.	.	.	.	.	.	.	.	.	.	1.37	1.92
Semi-skilled	.	.	.	.	.	.	.	.	.	1.19	1.31
Unskilled	.	.	.	.	.	.	.	.	.	1.00	0.71

The existing basic pay and dearness allowance should be clubbed together and treated as basic pay; increment should be given to the skilled, semi-skilled and unskilled workers at the rate of 25 paise, 19 paise and 15 paise respectively per day with the basic pay for every year of service and dearness allowance calculated on the basis of cost of living index and should be paid at the rate of 25 paise per point over 100 of the Madras City cost of living index with effect from 1st January, 1965.

5. Union No. 3 has made a demand for revision of pay scales in the claim statement wherein it is stated that the company has capacity to pay even Rs. 370/- per month to the clerical staff. The following grades and scales of pay are prayed by the Union:

Special Grade : 1.	.	.	.	.	300—25—500—EB—30—800.	for Mines Surveyer, Foremen of Mines and Factory Senior Accounts Clerk (Section Head).
Special Grade 2.	.	.	.	.	250—20—450—EB—25—600.	for Qualified Chemist, Qualified Senior Accounts Clerk, Senior Supervisors (Factory and Mines), Civil Overseer, Store-Keeper.
Grade: A.	.	.	.	.	200—15—350—EB—20—510.	Senior Stenographers, Senior Clerks, Junior Supervisors (Factory & Mines), Asstt. Store keeper (including Provision stores and canteen).
Grade : D.	.	.	.	.	150—10—EB—15—340.	Junior Accounts Clerk, Comptist, Junior Stenographers, Senior Typists Testers, Heavy Duty Drivers, Compounder.
Grade: C.	.	.	.	.	100—10—200—EB—15—290.	Junior Clerks, Light duty drivers, Works Ministries, Dispensary attenders.
Grade: D.	.	.	.	.	60—5—110—EB—7 1/2—155.	Pcons, Creche Attendants.
Canteen Staff : Grade 1	.	.	.	.	60—5—110—EB—7 1/2—155.	Chief Cook.
Grade 2	.	.	.	.	45—5—95—EB—6—125.	Asst. Cook., Grinder.
Grade 3	.	.	.	.	40—5—90—EB—6—120	Suppliers.

The pay scales demanded by Union No. 4 are :

Unskilled:	.	.	.	(I)	Rs. 1.50	..	10 Ps.	—	2.00
				(II)	1.25	—	7 Ps.	—	1.60
Semiskilled	.	.	.		1.54	—	15 Ps.	—	2.29
Skilled :	.	.	.	(I)	2.50	—	30 Ps.	—	4.00
				(II)	2.25	—	25 Ps.	—	3.75
				(III)	1.97	—	20 Ps.	—	2.97

The dearness allowance demanded is at the rate of 22 paise per point of cost of living index over 100 points with effect from 1st July, 1965 and it should be linked with the cost of living index. The Union also demands that 30 per cent of the dearness allowance paid to the workers should be merged with the basic wages.

6. In the claim statement of Union No. 5, it is stated that a revision of scales should be effected in the scales as follows:

Non-clerical S. No.	Category.	Revision of grade required.
1	Watchmen, Runners, Ayahs, Domestic and other unspecified unskilled workers.	Rs. 40—3—70
2.	Watch & Ward Sergeant, Peons, Loading Mates, Cleaners, Helpers, Midwife, Compounder and other unspecified semi-skilled workers.	Rs. 50—5—100
3.	Grade II Drivers, Maistries, Electrician, Fitters, Mechanics, Masons, Carpenters, Welders, Blacksmiths and other unspecified skilled Grade II workers	Rs. 60—7 1/2—135
4.	Grade I of categories given in item 3.	Rs. 80—8—160
<i>Clerical & Supervisory.</i>		
1.	Clerks, Supervisors & Overseers Grade C.	Rs. 90—10—190
2.	Clerks, Supervisors & Overseers Grade B.	Rs. 120—12—240
3.	Clerks, Supervisors & Overseers Grade A.	Rs. 180—15—330

The dearness allowance should be such as to neutralise the rise in the cost of living. For full neutralisation of the rise in the cost of living, a sum of 30 paise will be required per point. Therefore, the total emoluments for full neutralisation for the lowest unskilled category is Rs. 210/-. The minimum basic wage demanded is Rs. 40/-.

7. Union No. 6 has alleged in its claim statement that the existing basic wage and the dearness allowance of various categories should be merged and treated as basic wage, and that an increment of 25 paise, 19 paise and 15 paise per day for skilled, semi-skilled and unskilled workmen, respectively, should be granted, and that the dearness allowance should be calculated on the basis of cost of living index and should be paid at the rate of 25 paise per point over 100 of the Madras City Cost of living index with effect from 1st January, 1965. It also wants the existing dearness allowance to be merged with the basic wage of each worker. The practice all along had been not to link wages to production and since production is controlled by several factors of which labour is only one, there should be no change in the existing practice.

8. Union No. 7 (Salem District Magnesite Workers' Progressive Union) impleaded at a very late stage has filed a claim statement and its demands are these: The revised scales of basic wages and increment are to be as follows:

	Minimum daily basic wage.	Annual increment in terms of daily wages.	Maximum daily basic wage.
	Rs.	Rs.	Rs.
Unskilled :	1.50	0.10	2.50
Semiskilled:	2.50	0.15	4.00
Skilled:	4.00	0.20	5.00
Special Skilled:	6.00	0.25	8.50

It also demands that the fixed dearness allowance upto the first 500 points shall be Rs. 80/- and thereafter, for each point in excess, dearness allowance of 0-30 paise should be paid. This should take effect from 1st January, 1967.

9. Messrs. Burn and Company filed a counter statement. The contentions in the counter statement are these: The establishment of the company at Salem consists of the magnesite mines, light calcination plant and the refractory works. The establishment was taken over by Burn and Company in 1958 from its previous owners and the refractory plant commenced production in 1963. Part of the light calcinated magnesite is exported out of India. For some years past, the Company has had to face severe international competition from other countries like Greece and Yugoslavia. Calcined Magnesite is also made in England and America from sea water magnesite. In view of the said competition any further increase in the selling price of these products is likely to result in Indian Magnesite losing its international markets. The company's customers have already been agitating for a reduction in the price of calcined magnesite and, as it is, the business is carried on at a loss, but the company has been continuing the same due to the fact that the exports earned some foreign exchange for the country.

10. In recent years there has been a gradual and steady rise in the cost of production of crude magnesite, calcined and refractory products and such increase has made it increasingly difficult for Indian magnesite to compete with major producers in other parts of the world. In a desperate attempt to reduce the cost of production, the company has been appealing to its workmen market whereas the cost of production has gone up steadily and is still going up. With the devaluation of the rupee, certain benefits of tax credit and cash subsidy have been withdrawn and the devaluation is likely to substantially increase the cost of spares for the machinery which have to be imported as also cost of any machinery which has to be imported.

11. The mining of Magnesite is essentially a labour incentive industry because the recovery from the mines is only in the order of 6 to 7 per cent. This means that for every 100 tons of rock blasted and shifted the Company can only hope to get about 6/7 tons of Magnesite on an average. There are no workshops which are attached exclusively to the mines. The establishment has a Central Engineering Workshop which is common to the mine and the factory. It is denied that the classification of the workers existing at present is unsatisfactory or needs any revision. As regards basic wages and dearness allowance paid to the different categories of workmen, it is stated in the counter statement that the company is paying the highest wages in this industry to its workmen in the region. The company will not be able to bear any increase in its wage bill. If the increase is held to be necessary, it should be conditional on an increase in production or, at any rate, the workers must be required to work the norms already fixed for this company by independent industrial consultants.

12. The settlement of 9th July, 1960 is referred to. That settlement was to be in force for a period of 5 years. According to the settlement, the minimum wages of Re. 1/-, Rs. 1.19 and 1.37 were fixed for the unskilled, semi-skilled and the skilled categories respectively. Under this settlement, to the total wages of the workmen an *ad hoc* sum of 19 P. was added and out of the total the wages mentioned above was treated as the basic wages and any amount over and above that was treated as dearness allowance. This company as also the other two companies in this industry agreed to pay to each workman as additional dearness allowance a sum of 75 paise for every slab of 10 points in excess of 462 points. On 30th October, 1962, the company agreed to give annual increments in dearness allowance at the rate of 13, 9 and 7 Pp per day to the skilled, semi-skilled and unskilled workers respectively and they got these increments during the years 1962, 1963 and 1964. On 4th May, 1965, the company agreed to give the workmen an *ad hoc* rise in the total wages of 23 P. per day which was to be treated as a special allowance.

13. The company's financial position is not such as to justify the merger of any portion of the dearness allowance with the basic wages but the company has no objection to the payment of a uniform dearness allowance subject to the condition that any sum now paid as dearness allowance which is in excess of the dearness allowance to be fixed by this Tribunal may be treated as special personal allowance, because this is the only method by which additional financial burden on the company could be avoided. The cost of production has increased considerably due in the main to the recalcitrance of the workmen to give a fair day's work. In the case of this company, pursuant to the agreement dated 4th May, 1965, the management and Industrial Consultants (Private) Limited, Bangalore, conducted work studies. During the course of the work study, the representatives of the Unions were also associated with the said study. On completion of the work study, the consultants submitted their report fixing the work norms. The dates for implementation were also fixed for the works and mines.

14. On behalf of the monthly paid employees, only two unions have made claims and the Unions are the Magnesite Workers' Union and the Magnesite Syndicate Employees'.

Association. The wages of the monthly paid staff of the company as also the dearness allowance are not only fair but compares favourably with the wages and dearness allowance paid by other employees in this industry. The basic scales of pay for the monthly paid staff was revised on 18th August, 1960 and substantial increases were given in the new grades and scales of pay and dearness allowance. This agreement was to be in force for a period of 5 years from 18th August, 1960; but on the representations made by the staff during 1962, the matter of dearness allowance was again gone into and after discussion with the representatives of the Staff Association a revision in dearness allowance was agreed to and settlement was arrived at on 4th February, 1963, the revised dearness allowance taking effect from 1st September, 1962. A further *ad hoc* revision of allowance by Rs. 11/- was paid to the members of the staff, sub-staff and maistries with effect from 1st March, 1965, at the intervention of the Regional Labour Commissioner. The scales of pay demanded by the Unions are not only high but fantastic. Equally fantastic is the claim for dearness allowance.

15. The Salem Magnesite (Private) Limited, Salem filed a separate counter statement raising the following contentions. The company carries on the business of excavating magnesite from the mines, processing them and exporting the calcined magnesite to places out of India. For some years past, the company has had to face severe international competition from other countries like Greece, Yugoslavia, Manchuria and Austria. Calcined Magnesite is also made in England and America from sea water magnesite and such synthetic magnesite is also offered in international markets. In the mines there are roughly about 2250 workers and in the factory the total strength is approximately 370. It is in the factory section that there is a small workshop in which about 13 persons are employed.

16. The present emoluments such as basic wages and dearness allowance that are being paid to the employees, have been evolved as a result of a series of agreements and settlement between the company and the trade unions representing the employees. On 9th September, 1960, an agreement was reached by which the minimum rate of Re. 1/-, Rs. 1.19 and Rs. 1.37 were fixed for the unskilled, semi-skilled and the skilled categories respectively. Under this settlement, to the total wages of the workmen an *ad hoc* sum of 19 P. was added and of the total, the wages mentioned above were treated as the basic wages and any amount over and above that was treated as dearness allowance. The company has also agreed to pay each workman as additional dearness allowance a sum of 75 paise for every slab of 10 points in excess of 462 points. This settlement was to be in effect for 5 years. Again on 23rd October, 1962, the company agreed to give annual increments in dearness allowance at the rate of 13, 9 and 7 paise per day to the skilled, semi-skilled and unskilled workers who got these increments during the years 1962, 1963 and 1964. Further on 4th May, 1965, the company entered into an agreement with the workers to give an *ad hoc* rise in the total wage of 23 P. per day which was to be treated as a Special Allowance. In a desperate attempt to increase productivity, the company offered to the workmen to pay one day's wages for every six continuous days of attendance in the week. But even that has not increased the productivity of the workmen. The wage scales and dearness allowance demanded by the Unions are unrealistic and fantastic.

17. In its present financial condition, the company will not be able to bear the burden of an incremental wage scale. The increase of dearness allowance even to 19 paise per point would throw an additional burden of Rs. 22 lakhs on the company, which it cannot bear. The present financial position of the company will not justify any increase in the basic pay. The company has no objection to the payment of a uniform dearness allowance, subject to the condition that any sum now paid as dearness allowance which is in excess of the dearness allowance to be fixed by this Tribunal may be treated as special personal allowance. On the question whether the wages of the workmen should have any relation to production the contention of the company is that the reference of this issue is unwise and impolitic. Even though an incentive was offered, there was no increase in the productivity.

18. The service conditions of the monthly rated staff employed by the company are governed by more than one settlement entered into between the company and the Salem Magnesite Employees' Union. After referring to the settlements, it is stated that the service conditions of the monthly rated staff are governed by binding and enforceable agreements entered into between the company and the representatives of the employees, and the workmen are not entitled to ask for any revision of the wage scales. It is stated that if the claim is to be conceded, the company would be put to an additional financial expenditure of Rs. 12,500/- per month or Rs. 1,50,000/- per year.

19. The management of Dalmia Magnesite Corporation has raised the following contentions in the counter statement. The business at Salem was started in the year 1959 and although magnesite has an export market, the international price for this product is low and it is difficult for Indian exporters to compete in the world market. In the year 1965, to keep the factory going and avoid accumulation of stocks exports of dead burnt magnesite

were made but a loss of about forty rupees per tonne was incurred. In 1963, the company's factory had to be closed for about 100 days due to paucity of orders and although the company has been making a profit, the competition is likely to be further increased, particularly by reason of proposal of the Uttar Pradesh State Government to establish a unit at Almora for mining and manufacture of dead burnt magnesite. Further, due to the increase in the cost of production, the severe competition that the industry is facing and other relevant factors, the time is not opportune for the upward revision of wage scales or dearness allowance and imposing on the industry any additional financial burden. By a settlement on 4th May, 1965, each workmen was given an additional 23 paise per day which, in terms of the said settlement, was treated as a special allowance. The increases in wages from 1960 to 1965 are set out below :

	SKILLED	SEMI-SKILLED	UNSKILLED
1-7-60	0·19/day	0·19/day	0·19/day
1962	0·25/day	0·19/day	0·15/day
1963	0·10/day	0·08/day	0·06/day
1964	0·10/day	0·08/day	0·06/day
1965	0·23/day	0·23/day	0·23/day
(ad hoc increase).			

20. In the case of this company, the dearness allowance was fixed at a maximum of Rs. 1.50 per day and anything above that was added to the basic wages. Although the said agreement was in force for a period of five years, even on 31st July, 1962, a settlement was reached between the company and the workmen by which the dearness allowance was further increased by 15 paise, 19 paise and 25 paise per day for the unskilled, semi-skilled and skilled workmen, respectively. The said dearness allowance was further increased in 1963 and 1964 by 6 P., 8 P. and 10 P. per day for the unskilled, semi-skilled and skilled workmen. Apart from the aforesaid dearness allowance, which was referred to as fixed dearness allowance at 0.75 P. for every slab of 10 points above the Madras Cost of Living Index 462. The amount of such variable dearness allowance at present is Rs. 14.25.

21. No reasons have been given by the workmen as to why any portion of the dearness allowance should be merged with the basic wages. In any event, that portion of the fixed dearness allowance in excess of Rs. 1.50 per month has already been added to the basic wages of the workmen and no further merger is necessary or called for. No union is prepared for the linking of wages to production. Even assuming that due to the peculiarity of the industry such linking of wages to production is difficult, the company understands that norms have been fixed on modern scientific methods by experts after taking into account all the relevant factors. With reference to the issue relating to revision of the wage scales and dearness allowance of monthly rated employees, the company is in no way concerned and in fact no demand has been made by any of the Unions on this company.

22. In the rejoinder statement filed by the Magnesite Workers' Union, it is denied that any further increase in the selling price of their products is likely to result in Indian Magnesite losing its International Market. The classification of the various categories into skilled, semi-skilled and unskilled is not correctly made. A revision is necessary to fit in the various categories into these three groups. The Union has no objection to link the wages to production in respect of such of those categories where it is possible to do so. The present position with regard to wages and dearness allowance paid to the workers of the three categories is anomalous. Any increase in wages should be given effect to from the date of the demand or at least from the date of reference.

23. As regards the norms, it is stated that it has been admitted by the Management that in spite of the incentives offered, they were not able to reach the high norms fixed. The demand of the company that the norms laid down should be implemented as a condition precedent to any consideration of the revision of wages is not workable.

24. In regard to management No. 2, it is stated by the Salem Magnesite Workers' Union that since the settlements regarding wages etc., were made for the workers in mines and factory, the classification of various categories of workers in this establishment into skilled, semi-skilled and unskilled should be correctly made taking into consideration the degree of skill required for each category. Therefore, a revision would be necessary to fit them into these three categories. It is denied that the wages paid would compare favourably with the wages in the other companies in this region. The management is put to strict proof of the allegation that the expenditure by way of wages and dearness allowance

is proportionately high and that the profits are very negligible. The demand is 19 paise per point which represents only 63 per cent neutralisation of the rise in the cost of living. This is after all an incentive for regular attendance and unrelated to the productivity of the workmen.

25. The Dalmia Magnesite Workers' Union, filed a separate rejoinder in regard to the contents of Management No. 3, the Dalmia Magnesite Corporation, Salem. It is similar to the other two rejoinder statements, in material respects. It is admitted that the wages have been steadily increased in terms of money. Further increase is possible and necessary. The present classification is not correct. The Union states that as the dearness allowance demanded represents only 63 per cent neutralisation of the rise in the cost of living it is necessary to merge a part of the dearness allowance with the basic wages. The nature of the industry is such that no norm can be fixed so far as the mines are concerned because the production will depend upon the nature of the soil, the depth at which the magnesite is found, the nature of the seam, the percentage of magnesite etc. But so far as factories and workshops are concerned this union has no objection for fixing reasonable norms.

26. The Salem Magnesite Employees' Union filed a rejoinder statement. According to it, the agreement dated 1st October, 1965 contains a clause for reviewing the dearness allowance after one year from 1st July, 1965 or any time thereafter if the cost of living index number applicable to Madras goes above 650. It is admitted that a formal notice of termination has not been given under section 19(2) in writing. But it is contended that when a dispute is raised in respect of the issues covered by a settlement after the expiry of the period mentioned in the settlement, it amounts to a termination of the settlement. The revised scales asked for are not exorbitant.

27. I. D. No. 71 of 1966 refers to the dispute relating to the classification of workmen employed in the mines. The matter referred to for adjudication is whether the existing classifications of workmen employed directly in the magnesite mines of Messrs. Burn and Company Limited, Messrs. Dalmia Magnesite Corporation, Salem and Messrs. Salem Magnesite (Private) Limited Salem are proper? If not, what should be their normal classification?

28. Union No. 2, the Magnesite National Labour Union, filed a claim statement. According to the claim statement, the existing classification of workmen into various categories is unsatisfactory. If a comparison is made of the position existing in the mines at Salem with the other mines in the other Branches of Burn & Co., at Raniganj, Jubbulpore, etc. the classification is not satisfactory. The classifications in all the branches should be made uniform.

29. Union No. 4, the Salem District Magnesite Labour Union filed a claim statement. It is stated therein that the Union has filed a detailed statement of claim in I.D. No. 39 of 1966 and in the annexure thereto has mentioned the particulars of the classification demanded.

30. Union No. 7 filed a claim statement giving a classification of unskilled, semi-skilled and skilled, specially skilled of workmen and staff grades I and II and a separate grade of technicians.

31. The managements Nos. 1 and 3 filed counter statements adopting the counter statements filed in I.D. No. 39 of 1966.

32. The issues for consideration are the matters referred to this Tribunal for adjudication, as given in the Schedules to the references and they are as follows:

33. Issues in I.D. No. 39 of 1966

1. Whether the existing classifications of workmen employed directly in the workshops attached to magnesite mines of Messrs. Burn & Company Limited, Messrs. Salem Magnesite (Private) Limited, and Messrs. Dalmia Magnesite Corporation, Salem are proper? If not, what should be their reasonable classifications?

2. (i) Whether the basic wages and dearness allowance paid to the skilled, semi-skilled and unskilled workmen employed directly in the mines and the workshops attached to the magnesite mines of Messrs. Burn & Company Limited, Messrs. Salem Magnesite (Private) Limited and Messrs. Dalmia Magnesite Corporation, Salem are adequate?

(ii) If not, to what extent and from what date, should they be revised, whether with provision for annual increments in their basic wages and whether the dearness allowance can be linked with the cost of living indices?

3. Whether any part of the dearness allowance should merge with the basic wages and, if so, what should be its quantum? What method should be adopted to eliminate the

present anomalous practice by which the dearness allowance paid to the same category of workmen varies from person to person?

4. Whether the wages of the workmen should have any relation to production and, if so, what should be the norm?

5. Whether the scale of basic wages and dearness allowance of the monthly paid employees of Messrs. Burn & Company Limited, Messrs. Magnesite (Private) Limited, and Messrs. Dalmia Magnesite Corporation, Salem should be revised? If so, to what extent, indicating the manner of fitment and from date?

34. *Issue in I.D. No. 71 of 1966 :*

Whether the existing classifications of workmen employed directly in the magnesite mines of Messrs. Burn & Company Limited, Messrs. Dalmia Magnesite Corporation, Salem and Messrs. Salem Magnesite (Private) Limited, Salem are proper? If not, what should be their reasonable classification?

35. Both the Industrial Disputes were tried together and they can be disposed of by a common award.

36. At the request of the parties I inspected the mines and factories on 21st November, 1967 in the presence of Mr. Ganesan, the Manager of Dalmia Magnesite Corporation, Mr. M. R. Narayanaswami, the learned advocate appearing for Salem Magnesite (Private) Limited and Mr. C. Doraiswami, the learned advocate appearing for Messrs. Burn & Company, Limited and Dalmia Magnesite Corporation. During the inspection of the factories, Mr. N. G. R. Prasad, Counsel for Salem Magnesite Labour Union was also present. Mr. G. Samuel and the representatives of the other Unions were present, except Union No. 7. The managers of the three companies took me round the mines and the factories and explained to me the working patterns in the mines and in the factories. The Union representatives also explained the work at the various places in the factory and mines. With the co-operation of the parties, it was possible for me to finish the inspection of all the three mines and factories in one day. It was not considered necessary to record my observations on the nature of the work of the workers in the mines and factories as the assessor appointed for the purpose of classification of jobs had already commenced his work.

37. *Issue 1 in I.D. 39 of 66 and the issue in I.D. 71/66 :*

This issue relates to the classification of workmen employed directly in the workshops. Mr. Mariappan, of the Madras Productivity Council was appointed assessor for the purpose of classifying the different categories of jobs in the three companies. He has filed his reports. Later he filed a report clarifying the various points and answering the objections raised by the Unions and managements on job classifications in the three magnesite companies of Salem. He has also filed a graph for the purpose of easy reference, indicating the point ranges.

38. Mr. Mariappan had preliminary discussions with the managements and unions to arrive at a general outline of the methodology. The recording of the four major factors in job evaluation, namely, skill, effort, responsibility and job conditions was done in the presence of the management's representatives. The job valuation plan adopted by the assessor is a points system. The basic steps involved are :

- (a) Selection and definition of the factors needed to measure a particular range of jobs,
- (b) determination and definition of degrees for each factor,
- (c) determination of the relative point values to be assigned to each factor and to each degree of each factor, and
- (d) evaluation and classification of jobs.

The details of the job evaluation plan are given in annexure II to the report. Annexure I gives the job classifications. The reports of job classification were submitted and filed into court by the Assessor after the completion of the work. Certain clarifications were sought for by the parties. The clarifications sought for related to (I) Selection of Factors; (II) Weightage for each factor; (III) Degrees for each factor; (IV) Separate Plan for factory and mines; (V) Detailed clarification of evaluation; (VI) Inadequate job descriptions; and (VII) Fixing up point range and more number of classifications. The classification was done in a job evaluation plan after taking into consideration 4 factors: (1) Skill, (2) Effort, (3) Responsibility, and (4) Job Conditions. In considering 'Skill', (a) Education, (b) Experience, and (c) Initiative and Ingenuity were taken into consideration. In considering 'Effort', the physical demand and mental or visual demand were taken into consideration. In considering 'Responsibility', (a) Responsibility for equipment or process, (b) Responsibility for material or product, (c) Responsibility for safety of others, and (d) Responsibility for work of others have been taken for consideration. In considering

the 'Job Conditions', (a) Working Conditions and (b) Hazards have been taken into consideration. Then, weightage for each factor has been given and there are different weightages for the four major factors for U.S. Steel Plant. The references followed by the Assessor are (1) Industrial Engineering Handbook, and (2) American Management Association Handbook. It is pointed out by the assessor that the activities carried out in mines and factory are almost similar. The general job conditions and job descriptions for many jobs in the factory and mines are more or less similar. In mines workers are performing their work in open sun and in factory they are working in hot regions, for example, kilns. Higher degrees or more points on the same factor for different jobs performed at factory or mines were given according to the job conditions and job descriptions.

39. From the clarification report it appears that the workers were interviewed by the assessor at the workshop and job description was recorded in the presence of the management and union representatives and wherever possible, both of them had clarified the job description. Finally the agreed version was explained to the workers for checking the accuracy and comprehensiveness in respect of more than 90 per cent of the main and important details of the works. The assessor considered the objections raised by the managements on the job descriptions of the workers in the mines, maistries, boiler attendants, electricians and shot firers.

40. Regarding fixing up of point ranges and classification of jobs, the clarification report of the assessor is to the effect that the ranges were fixed where there was a clear gap between two cluster of jobs. There is a wide gap between 160 and 170, 210 and 220 and 235 and 245 points. Taking the middle point of the variation in the points, 165 was fixed for unskilled jobs and 215 was fixed for semi-skilled and so on. These were also substantiated by evaluating some of the existing jobs not involved in dispute. The assessor has pointed out that a further division of the unskilled category on the basis of work performed by the male and female workers is not possible. In the clarification report, the assessor has also given the work of each category of workers.

41. The workers' representatives contention is that the point ranges fixed by assessor for Grade III are high and there should be a reduction in the point ranges for the skilled, semi-skilled and unskilled categories. Some of the union representatives want 100 points to be fixed for unskilled worker, 150 for semi-skilled worker and over and above 150 for the workers classified as skilled. This reduction sought for has no basis. The work of classification was done by an expert with the assistance of his assistants of the Madras Productivity Council and the Assessor has given valid reasons for the classifications, which were based on the observations and enquiry into the working conditions of the workers both in the mines and in the factories. In my view, the report should be accepted and adopted for the purpose of job classification, both in the mines and in the factories.

42. It is brought to my notice that certain workers have been affected adversely by the classification, of the assessor and if the classification is accepted, it should be made clear that the classification of the jobs by the Assessor would not affect the present category of such workers so as to deprive them of their present monetary benefits. It is represented by some of the workers' representatives that the posts down-graded by the Assessor may affect 56 persons in Burn & Company. I direct that such workers will continue in the present classification and though they are classified as unskilled by the assessor they will continue in their present classification. If they are getting any special pay, it will be continued to be given to them without changing their present classification. Their present emoluments will not be affected in any manner. In Salem Magnesite Corporation, only one person is affected and he should continue to be a semi-skilled workman as at present. Dalmite firer is the only workman in Dalmia Magnesite Corporation affected by the classification. He will continue to be a skilled workman. There is no such worker in Burn & Company. In Salem Magnesite also there is no such worker of that description.

43. So, in the circumstances, the job classifications given by the Assessor for the factories and mines as set out in the annexures A to C of this award are accepted and adopted subject to the condition that the down-grading of certain jobs by the assessor in the companies will not affect the present incumbents in those jobs, and only the future incumbents will be governed by the job classifications as mentioned above. Issue 1 in I.D. 39 of 66 and the issue 1 in I.D. 71 of 66 are found accordingly.

44. *Issue No. 2 in I.D. 39 of 66 :*

On behalf of the managements it is contended that the industry is facing severe competition from foreign countries, that on account of the competition of foreign countries it is not possible to sell the exported products at reasonable profit and that any increase in the wage bill is not possible without increasing the cost of production. In view of the conditions prevailing in the foreign market, the companies are prevented from raising the prices of the products exported to foreign countries and those factors have to be taken into consideration before any revision of the pay scales is ordered. In this connection, it is necessary to refer to the evidence of Mr. Marwah, the Deputy General Manager,

Burn & Co. Refractories and Ceramics, Calcutta. Examined as M.W.-1 he referred to the exports to foreign countries and the competition faced by these magnesite companies from the foreign countries in recent years. His evidence is this: Burn & Co., Salem started manufacturing bricks in 1963. Magnesite is light calcine and it is sent for export or internal consumption. The other process is manufacturing bricks out of magnesite. Light magnesite product is exported and the export of it is about 60 per cent.

45. The export business has decreased in recent years. Magnesite Syndicate Ltd., London is the company which secures orders for export to different countries. One of the causes for decrease in export is that the prices of the companies are high compared to other competitors in other countries. If the labour implements the norms then it may be possible to reduce the cost of production. In some sections the norms have been implemented and in the other sections due to reluctance on the part of workers, the norms have not been implemented.

46. In recent years, there is competition from Greece, Turkey, Tasmania and Spain. In very recent months, the competition has come from China. Ex. M-29 is the letter which refers to competition from China. Magnesite Syndicate Limited, London informed Messrs. Burn & Company Limited about the competition in England and Europe from Chinese Magnesite. In that letter it is pointed out that the prices of the Chinese material have been ridiculously low and it is thought that the exporters are being heavily subsidised by the Communist Government. The description of the material is also given in the letter. The Chinese product was offered at £30 per long ton against the price of the companies at £39/40 per tonne, including freight and all other items. It has been pointed out that it looks very much as if the Chinese will now capture the New Zealand market unless the companies can prevent it by substantially lowering prices and even if that is done, there is no guarantee that the Chinese will not in turn reduce even more. Ex. M-30 is another letter referring to the competition from China and Spain. Spain has started making synthetic magnesite from sea water and Spain is offering competition to Indian products. Ex. M-31 refers to the competition from Spain. Ex. M-32 is a letter from the Magnesite Syndicate Ltd., London offering his view with regard to selling the product at a low price. Ex. M-33 is a letter from the Magnesite Syndicate Limited to Messrs. Burn & Co. Limited. Ex. M-34 and M-35 are copies of letters from Messrs. Burn & Company Limited. Ex. M-36 is a letter making enquiry from Italy and Ex. M-37 is the office copy of the reply by the company.

47. According to Mr. Marwah, before devaluation, the companies were getting subsidy from the Government for export and after devaluation they did not get the subsidy. Ex. M-38 is a copy of the letter to the Secretary, Ministry of Commerce. Ex. M-39 is a copy of another letter received from Magnesite Syndicate, London. Ex. M-38 is a letter from the Chemical & Allied Products Export Promotion Council, World Trade Centre, Calcutta regarding Tax Credit Certificate on export of Calcined Magnesite. The Council has pointed out to the Government that the additional exports visualised will not be forthcoming, unless the losses incurred on export are fully met and exports made a remunerative proposition. It is also pointed out that even in terms of the 1963 costs the loss on export has not been bridged fully by the present incentive. It is pointed out that certain incentives should be the minimum requirements of the industry to break even and undertake exports without even a proper return on capital. Ex. M-39 is a copy of another letter from the Magnesite Syndicate Limited, London to Messrs Burn & Co. Limited, Calcutta. In that letter there is reference to the foreign competition and the relevant portion is this: 'It has indeed only been the fact that your competitors have so consistently in recent years supplied the lower grades of magnesite seriously below your F.O.B. costs to us, that we have not for the last year and more been able to find markets for your service grades. Whilst we are, of course, most grateful to you for agreeing to deduct by 10 per tonne your F.O.B. price of Service grade, we are doubtful in view of the present serious competition if even this decrease will drastically improve sales of this material. We are, however, at the moment actively engaged in sounding the market for 1966 on the basis of this lowering of F.O.B. costs by 10 per tonne and will revert as soon as possible. There is reference to the competition from synthetic producers in that country for this grade of material, but in any case we doubt that for this grade we could obtain any increase over the present price of £17-7-10 d. per tonne, though naturally we will do our best to do so". Ex. M-40 is the letter from the Magnesite Syndicate Limited, London to Messrs. Burn & Co. Limited, Calcutta stating that they will be able to order from the company Service grade material at the rate of 7,500 tonnes per annum at the reduced price of £ 11-14-4 d. Ex. 41 is another letter from Messrs. Burn & Company Limited to the Secretary, Chemicals & Allied Products, Export Promotion Council, Calcutta, referring to the letter of the company to the Secretary, Ministry of Commerce, stating that in order to regain the foreign market, it is imperative that the price should be reduced by £1-0-0 d. per tonne which approximately works out to be Rs. 13.28 uncovered loss. Foreign competition is also referred to. Messrs. Burn & Co. also pointed out that they were exporting the major portion of calcined magnesite to the extent of 65/70 per cent of Indian export; but as a result of their increase of price with effect from 1st January,

1964, they had lost business and their share of export trade in calcined magnesite has been reduced. Ex. M-42 refers to competition of synthetic material in Europe. There is also reference to the exploitation of a mine in Turkey, which is at present producing 1,000 tonnes per month of calcined material of a good quality. This Turkish development is perhaps the most serious as there are plans in that country to provide for the erection of a new kiln with an output of 30,000 tonnes of dead burnt material per annum. Ex. M-43 is a letter addressed to Mr. D. R. Subramaniam of Messrs. Burn & Co. Limited by the Magnesite Syndicate Limited, London. That letter refers to granular form of synthetic magnesite, which apart from its cheapness, was favoured by the buyers because of its physical form and good storing qualities. Ex. M-44 refers to the competition from the Spanish magnesite of granular material. Ex. M-45 refers to the competition from South Africa of Crude Magnesite, which has buyers. There is reference to the fact that the prices there being completely uncompetitive. Ex. M-46 is another letter addressed to Mr. K. N. Marwah by the Magnesite Syndicate Limited. The letter refers to the Spanish competitors. The relevant portion in the letter is: "I agree entirely with what you write about prices, and that with the prices we told you, you would be giving a reduction of £3 per tonne. Unfortunately the facts are that the prices we told you are the prices at which the Grecian and Spanish material arrives in this country. We would like to get better prices and will endeavour to do so, but doubt that we can get very much more than what our competitors are charging. The magnesite products are facing severe competition from foreign countries whose prices are lower".

48. According to the evidence of Mr. Marwah, in most places synthetic magnesite is used as substitute because it is cheaper than natural magnesite and is also purer. 'Palmito' bricks is a substitute for the magnesite bricks used in some of the steel plants. When the rupee was devalued, the tax credit and reduced railway freight concession, in furnace oil concession and subsidy were taken away. Prices of imported capital equipment and spare parts went up by 60 per cent. Furnace oil price increased by 20 per cent because of devaluation. When the pound was devalued, the income of the companies was reduced by 15 per cent without any benefit. Mr. Marwah, visited England and Germany recently to study the market conditions in those countries. If with the present prices the companies cannot compete them with increase in prices, they may lose overseas market. The commercial aspects, according to Mr. Marwah, are common to Salem Magnesite and Dalmia Magnesite Corporation. Light calcine products are manufactured and exported by Burn & Co. and Salem Magnesite Corporation.

49. On behalf of the workmen, it is urged that no industry has the right to exist unless it is able to pay its workmen at least a bare minimum wage. In the decision of the "Express Newspapers Ltd. Vs. Union of India" 1961 I L.L.J. 339, the three concepts of the minimum wage, fair wage and living wage have been examined and it has been pointed out that the content of the said expressions is not fixed and static, it varies and is bound to vary from time to time.

50. On behalf of the managements, it is contended that for the payment of a fair wage as for a living wage, the financial capacity of the industry is undoubtedly a relevant consideration and in support of its contention, the decision in "Lipton Ltd. Vs. Their Employees" 1959 I L.L.J. 431 has been relied upon. According to the decision, in determining the capacity of the industry to pay, it would be wrong to take the capacity of a particular unit or the capacity of all industries in the country. The relevant criterion should be the capacity of a particular industry in the specified region and, as far as possible the same wages should be prescribed for all units of that industry in that region. The industry-cum-region basis is the criterion in fixing of wages.

51. One of the Union representatives pleaded for adoption of the scales fixed in Belpahar Refractories, situate in Salem. On behalf of the managements it is contended that the pay scales of Belpahar Refractories cannot be adopted and that if any uniformity is needed it should only be with regard to the 3 companies concerned in this dispute. Further, it is pointed out that Belpahar Refractories is a Tata concern. T. P. Natesan who was examined for the workmen filed an agreement (Ex. W-4) between the workmen and the management of Belpahar Refractories. In cross-examination, he admitted that he did not know the capital or turn over of Belpahar Refractories. He did not know what dividend was paid by the company. Belpahar Refractories do not own any mines. In Salem, Belpahar Company do not manufacture bricks. It is a small company employing about 100 employees. It was also elicited in cross-examination that the work done in Salem Magnesite is different from the work done in Belpahar Refractories. Belpahar Refractories manufacture magnesite powder buying raw magnesite from Salem Magnesite. As argued by the learned advocate for Messrs. Burn & Company it is not safe to rely upon the evidence of Natesan, as he is not in a position to furnish any information regarding the capital invested by Belpahar Refractories, its turn over or business.

52. Reliance was placed by the learned advocate for Messrs. Burn & Company on the decision in "Silliamsons (India) Private Ltd. Vs. Its workmen" reported in 1962 I L.L.J. 302. It has been held that "it is well settled that in construing a wage structure with a scale

of increments, industrial adjudication has to take a long-range view and it has to examine very carefully the impact of the wage structure on the financial position of the concern in question. In view of the fact in the instant case, it was not correct for the industrial tribunal to assume in anticipation, that the company in question should also undertake a new line of business and would prosper in it. Further, in considering the question of comparable concerns, the tribunals should bear in mind all the relevant facts in relation to the problem. The extent of the business carried by the concerns, the capital invested by them, the profits made by them, the nature of the business carried on by them, their standing, the strength of their labour force, the presence or absence and the extent of reserves, the dividends declared by them and the prospects about the future of their business, these and all other relevant facts have to be borne in mind". In the absence of sufficient material as indicated in the factors stated above, I am of the view that it is not possible to concede the demand of the Unions and fix the wage scales as prevalent in Belpahar Refractories.

53. It is pointed out on behalf of the workers that in fixing the wage rates, the minimum wage as contemplated by the Minimum Wage Act, the hardship caused to individual employers or their inability to meet the burden has no relevancy.

54. On behalf of the managements, it is pointed out that there are no minimum wages as such for this industry and that for certain categories like stone cutters, the maximum daily wage according to G.O.Ms.5668, dated 17th February, 1964 is a minimum of Rs. 1.50 and a maximum of Rs. 2.00 and the monthly rate is Rs. 39 to Rs. 52. The above minimum and maximum wages are inclusive of dearness allowance. The wages for workers in Gypsum Mines and Bauxite Mines are a little more than those of stone cutters. The monthly wages are calculated for 26 working days. The management of Dalmia Magnesite Corporation have filed a statement indicating the rates of wages in scheduled industries as per Minimum Wages Act. The statement is set out over leaf for reference.

DALMIA MAGNESITE CORPORATION; SALEM—5.

MINIMUM RATES OF WAGES IN SCHEDULED INDUSTRIES AS PER MINIMUM WAGES ACT.

Stone Breaking (G.O. Ms. 5668 dt. 17-12-1964)	Gypsum Mines (G. O. Nd. 1933 dt. 8-6-1965)	Bauxite Mines (G. O. Nd. 1933 dt. 8-6-1965)	Barytes mines (G.O. Nd. 1933 dt. 8-6-1965)	Tobacco Indus. (G. O. Ms. 2098 dt. 2-II-1966)	Bricks & Tiles (G. O Ms. 4463 dt. 21-2-1966)	Oil Mills (G.O. Ms. 4382 dt. 2-II-66)	Remarks***
Daily 1	Monthly 2	Daily 3	Monthly 4	Daily 5	Monthly 6	Daily 7	Monthly 8
Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.	Rs. P.
UNSKILLED:							
Minimum	1.50 39.00	2.00 52.00	2.00 52.00	1.75 45.50	2.05 53.30	2.25 58.50	2.00 52.00
Maximum	2.00 52.00	3.00 78.00	3.00 78.00	2.62 68.12	3.35 87.10	2.50 65.00	2.25 58.50
SEMI SKILLED:							
Minimum	2.75 71.50	3.00 78.00	3.00 78.00	.. ..	.. ..	3.89 101.14	.. ..
Maximum	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..	.. ..
SKILLED:							
Minimum	3.60 93.60	3.00 78.00	3.00 78.00	3.50 91.00	.. ..	3.89 101.14	3.00 78.00
Maximum	.. ..	4.00 104.00	4.00 104.00	.. ..	.. ..	5.84 151.84	3.35 87.10

*** The above minimum and maximum wages are inclusive of dearness allowance.
The monthly wages are calculated for 26 working days.

54. Further, as pointed out on behalf of the managements, from 1960 there were settlements which resulted in revision of wages and dearness allowance. In the settlements, some of the Unions were parties. The settlement dated 1st July 1960 was to be in force for a period of 5 years. I will refer to the various settlements between the two companies and the workmen represented by the Unions. The settlements were accepted by the representative of the workers, after taking into consideration the capacity of the companies to pay and what they considered to be just and fair in the circumstances.

55. It is well settled that in construing a wage structure with a scale of increments a long range view has to be taken and the impact of the wage structure on the financial position of the concerns in question has to be examined. Taking into consideration the present state of the industry increase in wages asked for on behalf of the workmen is not possible. But I am of the view that the wages may have to be fixed somewhat above the minimum rates of wages, given in the statement referred to above. There is justification for some revision in the rates of wages of the workmen.

56. Wages were fixed and revised in pursuance of a series of settlements between the managements and the Unions concerned. Ex. M-51 is a settlement between the Union and the managements of Burn and Co. Limited, Salem, Magnesite (Private) Limited, Salem and Dalmia Magnesite Corporation, Salem giving the total wages per day of unskilled and semi-skilled workers. By the terms of the settlement the total wage of unskilled worker was fixed at Rs. 1.50 a day, the basic wage of a semiskilled worker was fixed at Rs. 1.19 per day and the balance of the earnings after the *ad hoc* increment would be treated as dearness allowance and it was agreed that the skilled workers should be paid Rs. 1.37 a day as basic wage and the balance of the earnings should be treated as dearness allowance. The dearness allowance was fixed on the basis of the cost of living index of 462 points for the city of Madras as on 9th July 1960. Any further increase in the cost of living index above 462 points was to be compensated at the rate of 75 paise per each slab of 10 points or increase per month. Rs. 40 was the maximum dearness allowance for a worker without prejudice to the terms of the agreement. The agreement was valid for a period of 5 years from 9th July 1960. That agreement superseded all agreements entered into by the Companies with the Magnesite Workers' Union, Salem and the existing benefits shall be curtailed. According to one of the terms of the agreement, the *ad hoc* increment of 19 paise would be payable to all workers except those who were entertained on or after 1st January 1958. For those who were entertained on or after 1st January 1958, the 19 paise *ad hoc* increment shall be paid to workers in two instalments as 12 paise and 7 paise with effect from 1st July 1960 and 1st July 1961 respectively. Ex. M-57 was an agreement supplementary to the agreement of 9th July 1960. It was agreed to give an increase in the dearness allowance of 7 paise per working day to unskilled workers, 9 paise per working day to semi-skilled workers and 13 paise per working day to skilled workers, with effect from 1st September 1962. It was a settlement under Section 12(3) of the Industrial Disputes Act. Ex. M-72 is the Supplementary memorandum of settlement arrived at under Section 18(1) of the Industrial Disputes Act to the settlement dated 9th July 1960, between the Magnesite Workers' Union and the three companies. The management agreed to give effect to the settlement dated 9th July 1960 with effect from 1st July 1960. It was agreed between the parties that the implementation of clause 2(a) (b) (c) of the settlement dated 9th July 1960 should be deferred to 1st March 1961 in case of all workers who were at present employed by the Company as permanent workers and should be deferred to 1st July 1961 in case of all workers who were then employed by the Company as temporary workers. So this agreement conferred benefit to temporary workers in Salem Magnesite Corporation. Ex. M-74 is a settlement under Section 18(1) of the Industrial Disputes Act between the management of Messrs. Salem Magnesite (Private) Limited and the Magnesite Workers' Union on 24th March 1961. It was agreed that the workload for L.C.K. factory would be implemented in full from 1st April 1961 and the Union would co-operate whole-heartedly to carry out the workloads fixed for the various categories. It was agreed that item 3 of the settlement dated 9th July 1960 would be extended to the newly recruited workers who were on rolls on 9th July 1960 with effect from 1st March 1961 and to the fresh recruits after 9th July 1960 on completion of twelve months successful service. It was also agreed that the benefits of the settlement dated 9th July 1960 would be extended to those workers who were on the rolls of the Company on 1st July 1960 as contemplated by the settlement dated 12th July 1960 and workers recruited subsequent to 1st July 1960 would be eligible and should be paid all the benefits recited in the settlement dated 9th July 1960 on successful completion of twelve months service. The workers, if asked to work in higher category, should be paid acting allowance at the rate of 25 per cent of their basic wages or the minimum wages fixed for the higher category, whichever was less. According to the settlement, the minimum wages for the various categories would be worked out by adding 19 paise to the minimum rates fixed for the different categories as per the agreement dated 14th March 1958. Ex. M-77 is an agreement between the management of Salem Magnesite (Private) Limited and the Salem Magnesite Employees' Union fixing the revision of grade for the non-clerical and clerical staff.

57. Ex. M-79 is a notice to Messrs. Burn and Company and Messrs. Salem Magnesite (Private) Limited by the Magnesite Workers' Union, Salem making fresh demands for wage increase of 25 paise, 19 paise and 15 paise for the skilled, semi-skilled and unskilled workers respectively and annual increments of 10 paise, 8 paise and 6 paise for skilled, semi-skilled and unskilled workers, respectively. Ex. M-80 is a settlement between the Magnesite Workers' Union and The Salem Magnesite (Private) Limited, Salem for an increase in the dearness allowance at the rate of 7 paise, 9 paise and 13 paise per working day for the unskilled, semi-skilled and skilled workers, respectively, with effect from 1st November 1962. Ex. M-81 is the agreement between the management and the workers of Salem Magnesite (Private) Limited to introduce a system of annual increment in dearness allowance at the rate of 7 paise, 9 paise and 12 paise for unskilled, semi-skilled and skilled workmen, permanently employed directly by the company. It was a settlement supplementary to the settlement dated 9th July 1960. Ex. M-98 is a demand by the Magnesite Workers' Union for increase in the dearness allowance for the unexpired period of the agreement dated 9th July 1960. The Union demanded 20 paise per point in excess of 462 points. It was agreed under Ex. M-99, the agreement dated 28th October 1964, that an interim relief by way of Special Allowance of Rs. 10 per month should be paid to each one of the monthly rated employees till 30th June 1965. Ex. M-106 is a notice of demand by the Union for increase in the basic wages of various categories of workers. Ex. M-116 is an agreement between the Salem Magnesite Employees Union and Messrs. Salem Magnesite (Private) Limited, by which it was agreed that a total sum of Rs. 63.50 per month would be paid as dearness allowance with effect from 1st July 1965, superseding the prior agreement dated 28th October 1964, to the monthly rated employees. It was further agreed that the dearness allowance could be reviewed only after one calendar year from 1st July 1965 or any time thereafter, if the cost of living index number applicable to Madras went above 650 points.

58. It is argued by the learned advocate for Salem Magnesite (Private) Limited that the demands as made, if conceded, would involve an additional expenditure of Rs. 22,00,000 a year under the head 'Dearness Allowance' and more than Rs. 20,000 a month even if the pay of a worker is increased by Rs. 10 a month in the wage bill in respect of salaries. It is also pointed out that the profits earned by the companies were not much during the past years. According to the audited profit and loss accounts for the year ended 31st December, 1960, the profit brought down was Rs. 2,34,051. From Ex. M-145 it appears that for the year ended 31st December, 1961, the profit brought down was, Rs. 2,64,373. For the year ended 31st December, 1962, the profit brought down was Rs. 1,26,541.

59. In Burn and Company also, except in one year, there was loss in 4 years and there was return of only 1.02 per cent, which was negligible. In this connection, it is necessary to refer to Exs. M-47, M-47A and M-48. Ex. M-47 is the combined profit and loss account of Burn and Co. for the years 1962-63 to 1965-66. The accounts have been audited, Ex. M-47A is a statement of Cross Return on capital of Salem Works of Burn and Co. on capital for the years 1962-63 to 1965-66. It is apparent from the statement that the average annual return was only 1.02 per cent. Grand total for the years 1962 to 1966 was Rs. 666,75,593 and return was Rs. 6,77,96 and the percentage for the above years worked upto 4.07. Average annual return worked to 1.02 per cent. Ex. M-48 contains the balance sheets for the years 1963-64 to 1966-67 for Salem Works I and II of Messrs. Burn and Co. Limited. The balance sheets reflect the working of the company which does not appear to be quite satisfactory.

60. There is no separate balance sheet for Dalmia Magnesite Corporation. The published balance sheets of Dalmia Cements Concern, said to contain the trading results of Dalmia Magnesite Corporation were produced but not marked. But, as the major portion 60 per cent of the products of all the companies are exported to foreign countries and the trading results of this company are similar to those of the other two companies, that applies to the other two companies in the matter of foreign trade also applies to Dalmia Magnesite Corporation. The foreign trade of Dalmia Magnesite Corporation during the past years was also affected by the competition of foreign countries.

61. As rightly pointed out by the learned advocate for Messrs. Burn and Co., unless the cost of production is reduced, it is not possible to reduce the price of the magnesite products exported to foreign countries and the cost of production is bound to increase when the wage bills of the companies increase. The wage bills of the companies will increase with payment of increased wages. If the price of the magnesite that is produced is increased in respect of the 60 per cent of the products exported to foreign countries the products cannot have any market in foreign countries and as a consequence thereof, the production will have to be curtailed and the curtailment of production will have serious repercussion on labour employed in this industry. In the interests of the industry, production should be increased and ways and means should be devised to increase production without increasing the cost of production. In view of the present financial condition of the companies the increase in basic wages and dearness allowance asked for cannot be granted. If

the demands as made by the workmen are granted it will only lead to a total closure of the business of the companies, and throw the workmen out of employment, which is a contingency which should not be allowed to occur in the interest of the economic progress of the region and industrial peace.

62. Grades and scales of pay are intended to be a long term scheme. Having regard to the various factors and circumstances including the financial condition of the companies, I fix the following scales with annual increments for the different categories of the workers:

Unskilled Male worker	Rs. 1.10 5 P.	Rs. 1.35 daily.
Female worker	Rs. 1.00 5 P.	Rs. 1.25 „
Semi-skilled worker	Rs. 1.40 6 P.	Rs. 1.88 „
Skilled III worker	Rs. 1.80 7 P.	Rs. 2.15 „
Skilled II worker	Rs. 2.00 7 P.	Rs. 2.49 „
Skilled I worker	Rs. 2.25 8 P.	Rs. 3.05 „

To arrive at monthly wages, the above daily wages shall be multiplied by 26, the number representing the number of working days in a month. Similarly, the increment per month should be calculated and the two sums totalled to arrive at total monthly wages of the different categories of workmen.

63. Dearness allowance has to be increased when the cost of living index moves up so as to protect the real earnings of the employees from being eroded. It may be useful and necessary first to fix the dearness allowance upto 460 points and then to determine the dearness allowance. At present, the dearness allowance varies from 0.50 paise per day to 1.99 per day or Rs. 13 to Rs. 51.74. This is due to splitting up of the wage structure as per agreement of 1960 (Ex. M-51) as well as giving increment as per agreement of 1962 (Ex. M-57). Fixing the dearness allowance upto 460 points at Rs. 30 per month and calculation is made having regard to the increase in the cost of living index, there will be an increase of roughly Rs. 1.16 per day in the dearness allowance as per the method of calculation indicated below. In order that the employees, who are getting a higher dearness allowance at present, are not prejudiced, I propose directing payment to such workers the dearness allowance over and above what is now fixed, as special allowance, which is to ensure to their benefit in consideration of their length of service.

64. Over and above 460 points, I feel a some what greater percentage of neutralisation is necessary and having regard to what I have stated earlier about the state of the industry and its capacity to bear additional financial burden, I am of the view that the workmen have to be satisfied with only a slight increase which is proposed to be given, namely, from 75 paise per block of 10 points to 110 paise per block of 10 points. This of course, is variable and may vary from time to time with the variation of the cost of living index.

65. The dearness allowance payable under this award will replace the *ad hoc* allowance of Rs. 0.23 per day which is now paid to the workers pursuant to May 1965 agreement (Ex. M-1). This would mean a minimum increase in dearness allowance of about Rs. 8 per month and the maximum increase of Rs. 19 per month for a large body of workmen. According to the dearness allowance I have awarded, each workers will get, as per cost of living index at 690, Rs. 55.30 and at 710 correspondingly a little more than Rs. 55.30. One other factor which is relevant is that the dearness allowance is calculated on Madras cost of living Index which I adopt for the purpose of this dispute.

66. It is represented by the learned advocate for Messrs. Burn and Co. that an attendance bonus is paid to the employees of the company. If there is any attendance bonus scheme is now in Salem Magnesite (Private) Limited, it should continue to be in force. No such payment is made to the workmen of Dalmia Magnesite Corporation. Although I have tried to bring about a measure of uniformity in the matter of wages in the three companies, I do not consider that this concession or benefit should be extended to the workmen of Dalmia Magnesite Corporation.

67. My finding on issue 2(i) is that the wages and dearness allowance paid to the skilled, semi-skilled and unskilled workmen employed in the mines and the workshop of the 3 companies are not adequate and the wages and dearness allowance are revised as indicated above in paras 62 to 65.

68. It was urged on behalf of the workers that the award should be directed to be retrospective in operation and the revised scales of wages to be awarded should be ordered to come into effect at least from the date of reference, if not, from the date of the demand. The learned advocates appearing for the managements have represented that the award should not be directed to have retrospective effect, that if a revision of scales is ordered and if the norms are directed to be implemented, it is just and proper that the award should

be directed to be prospective in operation. Having regard to the representation made on behalf of the managements I am also of the view that the award should not be made retrospective in operation. The new wages and dearness allowance shall come into force from the date of the award.

69. The wages and dearness allowance are revised as indicated above from the date of the award and it is not necessary to link the annual increments with the cost of living indices. Issue 2(ii) in I.D. 39 of 1966 is found accordingly.

Issue 3 in I.D. 30 of 1966.

70. No case has been made out by the unions for merging any portion of the dearness allowance with basic wages. No part of the dearness allowance is directed to merge with the basic wages and if some of the workmen in the same category get increased dearness allowance by reason of the change in the wage structure consequent on the various settlements between the workmen and the companies such increased dearness shall be treated as special allowance of those workmen. The issue is found accordingly.

Issue 4 in I.D. 39 of 1966.

71. This issue raises a problem peculiar to Messrs. Burn and Company. The management's contention is that the entire wages should be linked to norms. It is true that the norms were fixed by the experts in consultation and deliberations with the workmen who were associated with work study. Mr. C. Doraiswamy, the learned advocate appearing for Messrs. Burn & Co. drew my attention to the fact that the workmen were giving between 40 to 60 per cent. of the norms, although in some sections 100 per cent. results had been obtained and contended that there was no reason why the attainment of 100 per cent. should not be expected. The company agreed to pay as per Ex. M-71, a cash incentive of 27 paise for 100 per cent. production. I do not propose to discontinue the cash incentive and on the other hand I would suggest payment of a portion of it even for eighty per cent production for some time. While the norms fixed by the experts should be the ultimate goal; I consider that this goal should be reached slowly and in stages and the workmen remunerated as formulated hereunder:

- (i) The workers will give 75 per cent. of the norms within one month from the date on which the award becomes operative and if they do so they will be paid the increased wages.
- (ii) The workers will give 85 per cent. of the norms by the second month from such date and if they do so, they will continue to get the increased wages. They will also be paid 15 paise per day out of the incentive of 27 paise which the management had offered for 100 per cent. norms.
- (iii) After the third month, the workmen have to give 100 per cent. norms and they will receive increased wages in addition to 27 paise per day given as incentive.
- (iv) If the workers do not give the above production after the first, second and third months, their total wages are liable to be reduced in proportion to the shortage in production from the norms fixed. They will, of course, get no incentive payment as well. In addition, the management will have the right to take disciplinary action against such workmen, who, inspite of warnings, continue not to give the required norms.

The work norms fixed in Exs. M-4 series from which the norms in Ex. M-20, 21, 23, and 27 have been taken will be the work norms for implementation by the workmen. As regards Salem Magnesite (Private) Limited, Ex. M-6 is the statement giving the details of the existing norms for different operations in the mines and factory of Salem Magnesite (Private) Limited, Salem. The same norms will be implemented by the workers. So far as Messrs. Dalmia Magnesite Corporation is concerned, the norms as given in Exs. M-6 and M-4 series, so far as they are applicable to the company will be norms for the workers, which can be implemented and enforced by the company. The norms will come into effect from the first of the month following that in which the award is published in the Gazette and until then the wages and Dearness Allowance shall be paid as per this award without reference to the norms. Issue 4 is found accordingly.

Issue 5 in I.D. 39 of 1966.

72. This issue relates to the claim of monthly-rated employees. The monthly-rated employees of Messrs. Burn & Co. are already getting dearness allowance in slabs depending on their salary varying from Rs. 45/- to Rs. 75/- per month as per Ex. M-58. I will leave this dearness allowance as it is. As in the case of workmen, for every block of 10 points after 460, in addition to the dearness allowance which they are entitled to under Ex. M-58, I direct that each monthly rated employee should be paid a variable dearness allowance at the same rate as for the daily rated employees, viz. 110 paise per block of

10 points over 460 points of Madras Cost of Living Index. The payment of this dearness allowance as awarded will supercede the flat interim special allowance of Rs. 11/- per month given from 1st March, 1965 as per Ex. M-62. At cost of living index of 690, the staff member will get an additional sum of Rs. 14.30 in his pay packet as additional dearness allowance.

72. It is really gratifying to record that in Dalmia Magnesite Corporation there is no dispute on any point between the monthly rated employees and the company. While this is so, having regard to the fact that dearness allowance for the staff in the other two companies which is now revised by me, I would recommend to the Dalmia Magnesite Corporation that the same dearness allowance be paid to the staff if the dearness allowance to the staff in that company is less than what I have awarded to the monthly paid staff of the other two companies.

73. In the case of Salem Magnesite (Private) Limited, it would appear from Ex. M-116 that a fixed dearness allowance of Rs. 63.50 per month is paid. As between two companies in the same locality concerning which the dispute is before this Tribunal, I consider it necessary that there should be uniformity in dearness allowance. The dearness allowance as applicable to Messrs. Burn & Co. is also directed to be applicable for the monthly rated employees of Salem Magnesite (Private) Limited, also, the minimum increase in dearness allowance to the above class of employees of Salem Magnesite Company will be Rs. 6.60 and in the case of higher paid employees, it will be more.

74. It is necessary to fix first the scales of dearness allowance upto 460 points of cost of living index and thereafter the dearness allowance is to be calculated and paid at the rate of 110 paise for every slab of 10 points. For 460 points, the dearness allowance fixed is as hereunder:—

Basic wages

Rs. 45	. . . . .	Rs. 45/- D.A. per month.
Rs. 45—Rs. 99	. . . . .	Rs. 50/- D.A. „
Rs. 100—Rs. 199	. . . . .	Rs. 60/- „
Rs. 200—Rs. 299	. . . . .	Rs. 65/- „
Rs. 300 & above	. . . . .	Rs. 75/- „

The dearness allowance of the monthly rated employees of the two companies above 460 points should be calculated and paid as indicated above.

75. In Messrs. Burn & Co., the existing scale of pay for monthly rated employees are paid as per Ex. M-52, a settlement entered into on the 18th August, 1960. It is true that 8 years have elapsed since the scales were fixed, warranting a revision of such scales, but having regard to the financial resources of the company, I consider that the monthly rated employees should wait for some time more for a revision of wage structure. The wage scales of monthly rated employees of the Salem Magnesite (Private) Limited also needs no revision for the same reason. However, as the monthly rated employees benefit only by the increase in dearness allowance awarded, I direct the managements of Burn & Co. and Salem Magnesite Co. monthly rated employee with not less than 3 years of service on the date on which this award becomes operative, one increment in the scale applicable to them subject to the condition that no employee will get more than the maximum of the scale in which he is.

76. All other benefits which the workers at present are getting will continue to be available to them except wherever altered or modified and indicated in this award. The issue is found as indicated in the foregoing paragraphs.

77. The only other question that remains to be considered is costs. As regards costs, I have to take into consideration the fact that the 3 companies have paid heavy amounts to the Assessor as and for remuneration for the work done by him and no portion of the remuneration of the assessor has been paid by any of the Unions. In the circumstances, I am of the view that it is just and proper that the managements should not be directed to pay costs to the Unions. I would directed the parties to bear their own costs.

78. An award is passed in terms of my findings on the issues in the two industrial disputes. The terms of the award, except as regards norms for which I have given a separate direction will come into force from the date of the award.

Sd./- M. TAJAMMUL HUSSAIN,
Industrial Tribunal.

ANNEXURE A

Department	Job Title	Existing job Designation	As per Evaluation		Proposed job Designation
			Points	Category	
1	2	3	4	5	6
Sorting Shed	Mazdoor	S S	220	III	S III
	Mazdoor-Man	U S	160	I	U S
	Mazdoor-Woman	U S	160	I	U S
	Mazdoor-Marketing	U S	160	I	U S
Shaft Kiln	Kiln Attendant	S S	230	II	S II
	Mazdoor	U S	160	I	U S
Rotary Kiln	Kiln Operator	S	270	V	S I
	Oilman	S S	171	II	S S
	Cumbersome Attendant	S S	205	II	S S
	Mazdoor-Cumbersome	U S	145	I	U S
	Mazdoor-General	U S	160	I	U S
Raymond Mill	Operator	S	210	II	S S
	Mazdoor	U S	160	I	U S
Mabor	Maistry	S	260	IV	S II
	Operator-Furnace	S	231	III	S III
	Chief Inspector	S S	170	II	S S
	Mazdoor-Man	U S	160	I	U S
	Mazdoor-Woman	U S	155	I	U S
Laboratory	Laboratory Boy	S S	176	II	S S
Mezicon Mill	Attendant	S S	220	III	S III
	Screening Plant Attendant	S S	175	II	S S
General Stores	Store Attendant	S	171	II	S S
	Mazdoor	U S	135	I	U S
	Mazdoor Stock Verifier	U S	140	I	U S
Miscellaneous	Sweeper	U S	155	I	U S
	Sweeper-Factory	U S	155	I	U S
Primary Crusher House	Attendant-cum-Fitter	S	236	III	S III
	Machine Attendant	S S	225	III	S III
	Mazdoor	U S	160	I	U S
New Rotary Kiln	Operator	S	270	V	S I
	Oilman	S S	185	II	S S
	Sampler	S S	145	I	U S
	Attendant-Feed End	S S	195	II	S S
	Mazdoor (Primary Crusher, Screen, etc.)	U S	195	II	S S
	Mazdoor	U S	140	I	U S
Tunnel Kiln	Attendant-Cum-Fitter & Attendant	S	215	II	S S
	Mason	S	221	III	S III
	Attendant-Burner	S S	190	II	S S
	Attendant-Transfer Car	S S	146	I	U S
	Mazdoor-Man	U S	135	I	U S
	Mazdoor Kiln	U S	130	I	U S

1	2	3	4	5	6
Tunnel Kiln car loading & Un-loading.	Maistry-Loading . . .	S S	185	II	S S
	Maistry-Unloading . . .	S S	185	II	S S
	Loader . . .	S S	150	I	U S
	Sorter-cum-unloader . . .	S S	150	I	U S
	Sorter-Cum-Unloader II . . .	S S	150	I	U S
	Attendant-Forklift . . .	S S	174	II	S S
	Mazdoor . . .	U S	130	I	U S
Press	Fitter . . .	S	260	IV	S II
	Shifter Fitter . . .	S S	236	III	S III
	Fitter-Odd Jobs . . .	S S	170	II	S S
	Screen. Gangman . . .	S S	145	I	U S
	Mazdoor-Maintenance . . .	U S	145	I	U S
	Mazdoor-Breakdown . . .	U S	145	I	U S
	Oilman . . .	S S	171	II	S S
	Attendant-Tamping Machine . . .	S S	191	II	S S
	Handle type.				
	Attendant-Tamping Press . . .	S S	191	II	S S
	Attendant-Rotary Press . . .	S S	191	II	S S
	Attendant-Johnson Press . . .	S S	191	II	S S
	Attendant-Weighing Car . . .	S S	170	II	S S
	Attendant-Mix Muller . . .	S S	185	II	S S
	Attendant-Drier . . .	S S	191	II	S S
	Mazdoor-Tamping Machine . . .	U S	160	I	U S
	Handle type.				
	Mazdoor-Johnson Press . . .	U S	160	I	U S
	Mazdoor-Rotary Press . . .	U S	160	I	U S
	Mazdoor-Tamping Press . . .	U S	160	I	U S
	Mazdoor-Batch Weighing car . . .	U S	145	I	U S
	Mazdoor-Weigh Bridge . . .	U S	125	I	U S
	Bench Worker-Spoil Remover . . .	U S	160	I	U S
	Ore Dresser . . .	U S	145	I	U S
	Creche-Ayah . . .	U S	130	I	U S
	Mazdoor-Tool Store . . .	U S	150	I	U S
	Mazdoor-Miscellaneous . . .	U S	135	I	U S
	(Tripe recording).				
	Mazdoor-Miscellaneous (Road . . .	U S	125	I	U S
	Watering).				
	Mazdoor-Miscellaneous Drin- . . .	U S	140	I	U S
	king Waterman.				
	Watchman . . .	U S	160	I	U S
	Store Assistant . . .	U S	130	I	U S
	Lorry Cleaner . . .	U S	135	I	U S
	Laser . . .	U S	140	I	U S
	Spotter-Signalman . . .	U S	120	I	U S
	T & H Shovel Helper . . .	U S	135	I	U S
	Shovel Cleaner . . .	U S	135	I	U S
	First Aider/Medical Attendant . . .	U S	160	I	U S
	Blower man . . .	U S	125	I	U S
	Compressor Operator/Fitter . . .	S	231	III	S III
Engineering	Turner . . .	S	226	III	S III
	Assistant Turner . . .	S S	171	II	S S
	Machinist-Slotting Machine . . .	S	221	III	S III
	Machinist-Drilling . . .	S	190	II	S S
	Machinist & Grinding Machine . . .	S	250	IV	S II
	Machinist-Shaping Machine . . .	S	201	II	S S
	Heat Treatment Furnance . . .	S	205	II	S S
	Operator.				
	Die Fitter . . .	S	221	III	S III
	Fitter-Breakdown . . .	S	270	V	S I
	Fitter-Maintenance . . .	S	270	V	S I
	Assistant Fitter . . .	S S	181	III	S S
	Mazdoor Maintenance . . .	U S	150	I	U S
	Pattern Maker . . .	S	260	IV	S II
	Moulder . . .	S	236	III	S III
	Asstt. Pattern Maker . . .	S S	171	II	S S

1	2	3	4	5	6
	Carpenter	S	226	III	S III
	Assft. Carptneter	S S	171	II	S S
	Blacksmith	S	226	III	S III
	Mazdoor-Mix Muller	U S	140	I	U S
	Mazdoor-Mix Muller (Night Shift).	U S	140	I	U S
	Cutting Machine Operator	U S	170	II	S S
	Punching Machine Operator	U S	170	II	S S
	Bending Machine Operator	U S	170	II	S S
	Rake Plate Straightening worker	S	145	I	U S
Fork Lift	Attendant-cum-Fitter	S	231	III	S III
	Attendant-Forklift	S S	184	II	S S
Hand Moulding	Rammer	S S	171	II	S S
	Moulder	S S	179	II	S S
	Mazdoor I	U S	155	I	U S
	Mazdoor II	U S	160	I	U S
Ball Mill & Tube Mill.	Attendant-cum-Fitter	S	236	III	S III
	Machine Attendant	S S	995	II	S S
	Granulator-Attendant	S S	195	II	S S
	Mazdoor	U S	155	I	U S
Mines	Loco Driver	S	220	III	S III
	Loco Cleaner	S S	155	I	U S
	Loco Fitter	S	221	III	S III
	Compressor Operator (Mobile)	S	221	III	S III
	Drill Fitter	S	171	II	S S
	Pipe Fitter	S	221	III	S III
	Assistant Fitter	U S	135	I	U S
	Blacksmith	S	226	III	S III
	Hammerman	S S	185	II	S S
	Maistry	S S	235	III	S III
	Jelly Checker-Stack Builder	U S	160	I	U S
	Packer-cum-shot borer	S S	201	II	S S
	Tram Line Fitter	S S	175	II	S S
	Driller Jack (Harmer)	S S	225	III	S III
	Driller (Wagon Drill)	S S	190	II	S S
	Pump Attendant	S S	130	I	U S
	Stacking Yardman	U S	160	I	U S
	Mazdoor-Stacking Yard Store	U S	150	I	U S

ANNEXURE B

The job classification in Messrs. Dalmia Magnesite Corporation is thus :

1	2	3	4	5	6
Factory	Crusher Driver	S			S III
	Shift Fitter	S			S III
	Electrician	S			S III
	Wireman	S			S III
	Turner	S			S III
	Welder	S			S III
	Fitter	S			S III
	Plumber	S			S III
	Blacksmith	S			S III
	Carpenter	S			S III
	Drivers	S			S III
	Cook	S			S III
	Mason	S			S III
	Kalasy	S			S III

1	2	3	4	5	6
	Boiler Attender	S S	221 III	S III	
	Mill House Attender	S S	195 II	S S	
	Shift Attender (Kūn)	S S		S S	
	Asstt. Welder	S S		S S	
	Asstt. Fitter	S S		S S	
	Stores Attender	S S	171 II	S S	
	Mistry (Mill House)	S S	210 II	S S	
	Hammerman	U S	185 II	S S	
	Office Boy	U S		U S	
	Dispensary boy	U S		U S	
	Time Office boy	U S		U S	
	Sampler	U S	111 I	U S	
	Sweeper	U S		U S	
	Watchman	U S	160 I	U S	
	Water Carrier	U S		U S	
	Asstt. Carpenter	U S	156 I	U S	
	Mazdoor-Fitter Helper	U S	125 I	U S	
	Mazdoor-Trolley Fitter Helper	U S	130 I	U S	
	Wireman Helper	U S	115 I	U S	
	Canteen workers	U S		U S	
	Mazdoors	U S		U S	
Mines	Blacksmith	S		S III	
	Shot Firer	S		S S	
	Fitter	S		S III	
	Loco Driver	S		S III	
	Mistry	S S	235 III	S III	
	Driller	S S	225 III	S III	
	Hammerman	U S	185 II	S S	
	Hammerman	S S	196 II	S S	
	Asstt. Tinsmith	S S	176 II	S S	
	Welder	S	236 III	S III	
	Mason	S	231 III	S III	
	Asstt. Mason	S S	171 II	S S	
	Painter	S	206 II	S S	
	Pump Attendant-Oil	S S	150 I	U S	
	Pump Attendant I-Water	S S	110 I	U S	
	Pump Attendant II Water	S S	125 I	U S	
	Pipe Fitter	S	236 III	S III	
	Compressor Fitter	S	231 III	S III	
	Helper/Asstt. Compressor Fitter	U S	140 I	U S	
	Mazdoor Mason Asstt.	U S	135 I	U S	
Electrical	Mistry	S	281 V	S I	
	Electrician	S	236 III	S III	
	Generator Fitter	S	236 III	S III	
	Electrical Fitter	S	195 II	S S	
	Asstt. Electrician	S S	195 II	S S	
	Asst. Electrician-Battery Charging	S S	180 II	S S	
	Cable Joiner	S S	200 II	S S	
Transport	Driver—Light Vehicle	S	225 III	S III	
	Driver—Bray Leader	S	220 III	S III	
	Driver—Tippler-Lorry	S	235 III	S III	
	Driver—Tractor	S	220 III	S III	
	Driver—Skid Shovel	S	220 III	S III	
	Mechanic	S	245 IV	S II	
	Fitter	S	195 II	S S	
	Maintenance Worker	U S	135 I	U S	
	Mazdoor—Transport Cleaning	U S	130 I	U S	
Watch & Ward	Watchman	U S	160 I	U S	
Stores-Provision	Storeman	U S	169 II	S S	
	Measuror	U S	160 I	U S	
	Cleaner	U S	130 I	U S	

1	2	3	4	5	6
Time Office	Mazdoor—Card boy . . .	U S	140	I	U S
Factory	Mazdoor—Card boy . . .	U S	140	I	U S
	Tram Line Mazdoor—Lineman	U S	150	I	U S
	Office Boy . . .	U S			U S
	Ayah . . .	U S	135	I	U S
	Transport Mazdoor . . .	U S			U S
	Sweeper . . .	U S			U S
	Loco Mazdoor . . .	U S			U S

NOTE : S—Skilled. S S—Semi-skilled. U S—Unskilled.

ANNEXURE C

The job classification in Messrs. Salem Magnesite (Private) Ltd., are these :—

1	2	3	4	5	6
	Kiln Operator . . .	S			S II
	Welder . . .	S			S III
	Blacksmith . . .	S			S III
	Carpenter . . .	S			S III
	Wireman/Electrician . . .	S			S III
	Mason . . .	S			S III
	Fitter . . .	S			S III
	Sorting Shed Maistry . . .	S S	220	III	S III
Mines	Lorry Driver . . .	U S	235	II	S III
	Winch Operator . . .	S S	181	II	S S
	Asstt. Fitter . . .	S S			S S
	Masor Helper . . .	U S	171	II	S S
	Kiln Drawing man . . .	U S	160	I	U S
	Sorting—Male . . .	U S	150	I	U S
	Kiln—loading man year . . .	U S	150	I	U S
	Kiln—loading Platform . . .	U S	150	I	U S
	Sorting—Female . . .	U S	145	I	U S
	Office Boys (Factory & Quarry)	U S	140	I	U S
	Mazdoor/Maintenance Helper/	U S	185	II	S S
	Hammerman.				
	Adrema Operator . . .	S S	170	II	S S
	Watchman . . .	U S	160	I	U S
	Ayah . . .	U S	135	I	U S
	Creche Attendant . . .	U S	125	I	U S
	Chemist Helper . . .	U S	176	II	S S
	Sample Boys . . .	U S	140	I	U S
	Asstt. Cook . . .	U S	180	II	S S
	Canteen Supplier . . .	U S	150	I	U S
	Storeman . . .	U S	171	II	S S
	Stensiller . . .	U S	120	I	U S
	Magazine Attendant . . .	U S	224	III	S III
	Maistry (Quarry) . . .	S S	235	III	S III
	Compressor Attendant . . .	S S	221	III	S III
	Driller . . .	S S	225	III	S III
	Tram Line/Pope Fitter . . .	U S	175	II	S S
	Hammerman . . .	U S	185	II	S S
	Packer/Blaster . . .	S S	201	II	S S
	Jelly Checker . . .	U S	160	I	U S
	Stone Breaker/Jelly picker/	U S	160	I	U S
	Bench worker.				
	Bench worker/Jelly picker/	U S	160	I	U S
	Man.				
	Storeman . . .	U S	135	I	U S
	Jelly Picker Woman Ore	U S	145	I	U S
	Dresser.				

1	2	3	4	5	6
Mines—contd.	Loading Attendant . . .	S S	140	I	U S
	Boring Machine Operator . . .	S S			S S
	Shed Builder . . .	U S	140	I	U S
	Road Mistry . . .	U S	139	I	U S
	Tool Room Attendant . . .	U S	125	I	U S
	Pump Attendant . . .	U S	110	I	U S

Note : S = Skilled. SS = Semi-skilled. U S = Unskilled.

List of Witnesses Examined :

For the Workmen

- W. W-1 . . . Thirumathi Palaniammal (for Union No. 4)
W. W-2 . . . Thiru T. P. Natesan (for Unions 2, 3 and 6)

For the Management

- M- W-1 . . . Thiru K. N. Marwaha.
M- W-2 . . . Thiru P. R. Vaidyanathan.

List of Documents Marked :

For the Workmen

- Ex. M-1 . . . 23-12-1967 Notice issued by the management No. 1 regarding special attention of Jaghir Main Workers.
Ex. W-2 . . . 14-5-1968 Memorandum of Settlement u/s. 12(3) of the I.D. Act. (Subject to relevancy).
Ex. W-3 . . . 13-12-1965 Copy of letter from the 4th union to the management No. II regarding setting of outstanding issues. (Subject to relevancy). (Exs. W-1 to W-3 are marked for Union No. 4).
Ex. M-4 . . . 14-6-1968 Memorandum of Settlement u/s. 12(3) of the I.D. Act. (Subject to relevancy).
Ex. W-5 . . . 9-7-1968 Letter from the General Manager, Belpahar Refractories Ltd., to the secretary Belpahar Refractories National Employees' Union, regarding memorandum of settlement dt : 14-6-1968 enclosing a statement.
(Exs. W-4 and W-5 are marked for Unions No. 2, 3 and 6)
Ex. M-6 . . . True copy of the wage policy during II plan, True copy of list of adequate list recommended by Dr Aykroyd to the Nutrition Advisory Council. Extract of the Gazette dt. 12-6-1968 and computation statement of need based minimum wage on the norms.
Ex. M-7 . . . For St. George Gazette (Statistical supplement) dt. 12-6-1968.
(Exs. W-6 and 7 are marked for Unions 1 and 5).

For the Managements

- Ex. M-1 . . . 4-5-1965 Memorandum of settlement of 1. Burn and Co. Ltd., 2. Salem Magnesite (P) Ltd., and 3. Dalmia Magnesite Corporation and Magnesite Workers Union.
Ex. M-2 . . . 4-5-1965 Memorandum of settlement of 1. Burn and Co. Ltd., 2. Dalmia Magnesite Corporation and 1. The Magnesite Workers Union, 2. The Magnesite National Labour Union.
Ex. M-3 . . . 4-5-1965 Memorandum of settlement of Burn & Co. Ltd., and 1 the magnesite workers union, 2. The Magnesite National Labour Union.
Ex. M-4 series . . . — Five Work Study Reports.
M-5 . . . — Statement giving details of incentive scheme for spoil handling at quarry with the help of the payloader and tippers of S.M.P. Limited.

Ex. M-6	.	.	—	Norms of Production.
Ex. M-7	.	.	—	Statement giving particulars of basic pay, D.A. for that are being paid now to all categories of workers (daily rated) of M/s. Salem Magnesite (P) Limited.
Ex. M-8	.	.	—	Statement giving details of the categories and classification of persons employed in the workshop attached to the factory of M/s. Salem Magnesite (P) Limited.
Ex. M-9	.	.	—	Statement giving particulars of basic pay & D.A. for monthly paid employees of Salem Magnesite (P) Ltd.
Ex. M-10	.	.	—	Statement giving details of additional expenditure for S.M.P. Limited if the scales asked for adopted (basic & D.A.)
Ex. M-11	.	.	23-11-1955	Report Note of Discussions held at the Office of Regional Labour Commissioner (C) Madras on 17-1-66 and at Salem on 21, 22-23rd January 1966.
Ex. M-12	.	.	15-6-1963	Memorandum of settlement of Magnesite Workers Union and Burn & Company Limited.
Ex. M-13	.	.	—	Letter from Regional Labour Commissioner to Salem Magnesite (P) Ltd., Dalmia Magnesite Corporation and Burn & Co. Limited.
Ex. M-14	.	.	27-8-1965	Letter from Burn & Co. Ltd., to the Secretary, Magnesite Workers Union—implementation of work study report.
Ex. M-15	.	.	27-8-1965	Letter from Burn & Co. Ltd., to the Magnesite National Labour Union.
Ex. M-16	.	.	17-9-1965	Letter from Regional Labour Commissioner, Madras to Magnesite Workers Union, Magnesite National Labour Union, and Magnesite Syndicate Employees Association.
Ex. M-17	.	.	6-12-196	Memorandum from Mr. Selvaraj (AITUC) and B.H. Srinivasan (INTUG) to Regional Labour Commissioner, Burn and Co. Ltd., and three others.
Ex. M-18	.	.	28-12-1965	Complaining about delay in implementation of Work study findings letter copy from Magnesite Syndicate Employees Association to the Regional Labour Commissioner, Madras.
Ex. M-19	.	.	17-2-1966	Letter from Magnesite Workers Union to Regional Labour Commissioner—Copy forwarded to the Works Superintendent Burn and Co. Ltd., Salem by Regional Labour Commissioner by endorsement dt. 16-2-1966.
Ex. M-20	.	.	12-2-1966	Notice put up on notice board showing work norms fixed for Johnson Presses 1 & 2; Rotary Press Pumping Machine and Moulding, T. K. Car loading, T.K. Car unloading.
Ex. M-21	.	.	12-2-1966	Notice put up on notice board showing work norms fixed for Sections—Shaft kiln (oil fired) Shaft Kiln (Coal or firewood fired) Rotary Kiln (No. 6 Oil fired) Raymond Mill Sorting Section etc.
Ex. M-22	.	.	4-3-1966	Letter from the Regional Labour Commissioner to Secretary, Magnesite Syndicate Employees Association.
Ex. M-23	.	.	8-3-1966	Notice showing work norms for various operations in Major Department.
Ex. M-24	.	.	11-3-1966	Notice expressing regret that the norms are not given by workers and warning them.
Ex. M-25	.	.	15-3-1966	Letter acknowledging receipt of copies of work study reports.
Ex. M-26	.	.	15-3-1966	Letter stating that workers in Major Department give more production etc.
Ex. M-27	.	.	23-3-1966	Notice showing details of work norms for various operations in the Mines Department.

Ex. M-28	.	.	23-5-1966	Conclusion Failure Report No. M-106(46)-65.
Ex. M-29	.	.	5-4-1968	Letter from the Director, The Magnesite Syndicate Ltd., London to the 1st Management regarding competition from Chinese Magnesite.
Ex. M-30	.	.	9-5-1968	Letter from the Director, the magnesite Syndicate Ltd., London to the 1st Management.
Ex. M-31	.	.	15-5-1968	Letter from the Director, the Magnesite Syndicate Ltd., London to the 1st Management.
Ex. M-32	.	.	14-5-1968	Letter from the 1st management to the Magnesite Syndicate Ltd., London S.E.I.
Ex. M-33	.	.	18-6-1965	Letter from the Magnesite Syndicate Ltd., addressed to Burn & Co., Ltd., Calcutta.
Ex. M-34	.	.	27-7-1965	Letter from Burn & Co. Ltd., Calcutta to Centhohemra Yugoslavia.
Ex. M-35	.	.	27-7-1965	Letter from Burn & Co. Ltd., Calcutta to M' Yu o-sanitariya Yugoslavia.
Ex. M-36	.	.	30-7-1965	Letter from Usuico Societa Industrial Commercial Milano to Burn & Co. Ltd., Calcutta.
Ex. M-37	.	.	4-8-1965	Letter from Burn & Co. Ltd., Calcutta to USVICO Societa Industrial Commercial Milano.
Ex. M-38	.	.	20-8-1965	Letter from Chemicals & Allied Products Export Promotion Council, Calcutta to Secretary, Ministry of Commerce, Govt. of India, New Delhi.
Ex. M-39	.	.	24-8-1965	Letter from Magnesite Syndicate Ltd., London to M/s. Burn & Co. Ltd., Calcutta.
Ex. M-40	.	.	1-9-1965	Letter from Magnesite Sydicate Ltd., London to M/s. Burn & Company Ltd., Calcutta.
Ex. M-41	.	.	15-10-1965	Letter from Burn & Co. Ltd., Calcutta to Secretary, Chemicals and allied Products Export Promotion Council, Calcutta.
Ex. M-42	.	.	25-11-1965	Letter from Magnesite Syndicate Ltd., London to Burn & Co. Ltd., Calcutta.
Ex. M-43	.	.	23-3-1966	Letter from the Magnesite Syndicate Ltd., London to Sri D. R. Subramaniam, M/s. Burn & Company Ltd., Calcutta.
Ex. M-44	.	.	7-4-1966	Letter from the Magnesite Syndicate Ltd., London to M/s. Burn & Company Ltd., Calcutta.
Ex. M-45	.	.	18-4-1966	Letter from the Magnesite Syndicate Lt., London to M/s. Burn & Company Lt., Calcutta.
E. M-46	.	.	9-6-1966	Letter from the Magnesite Syndicate Ltd., London to Sri K. N. Marwaha, M/s. Burn & Co. Ltd., Calcutta.
Ex. M-47 Series	.	.	—	Financial Statements of Burn & Company Ltd., Salem for the years 1962/63 to 1965/66.
Ex. M-47(a)	.	.	—	Statement of gross return on capital.
Ex. M-48 Series	.	.	—	Balance sheets of the 1st Management as at 30-4-63 to 30-4-1966.
Ex. M-49	.	.	23-8-1956	Memorandum of Agreement regarding Fixation of Wage Rates of Workers in Canteen.
Ex. M-50	.	.	27-9-1957	Copy settlement under Sec. 12(3) of the I. D. Act regarding classification of Workmen in Factory and Fixation of Wages.
Ex. M-51	.	.	9-7-1960	Memorandum of settlement under Sec. 12(3) of the I. D. Act—Sub Fixation of Basic Wages and Dearness Allowance of Workers.
Ex. M-52	.	.	18-8-1960	Memorandum of settlement under Sec. 12(3) of the I. D. Act—Sub Fixation of Grades & scales of Pay of monthly rated employees.
Ex. M-53	.	.	3-9-1960	Memorandum of settlement under Sec. 18(1) of the I. D. Act—The canteen workes given an increase of Rs. 4.75 per month.

Ex. M-54	.	.	2-9-1961	Memorandum of settlement under Sec. 12(3) of the I. D. Act—Sub Basic Wages—Skilled and Semi-skilled workers.
Ex. M-55	.	.	25-9-1962	Memorandum of settlement under Sec. 12(3) of the I. D. Act—Sub Formulation of Staff Gratuity Scheme etc.
Ex. M-56	.	.	30-10-1962	Memorandum of settlement Under Section 12(3) of I. D. Act—Sub Annual Increase of 7, 9 & 13 paise to unskilled, semi-skilled and skilled categories for 3 years—Formulation of Gratuity Scheme.
Ex. M-57	.	.	30-10-1962	Memorandum of statement under Sec. 12(3) of I.D. Act—Sub Annual increase of 7, 9 & 13 paise to unskilled, Semi-skilled and skilled categories for 3 years—Formulation of Gratuity Scheme.
Ex. M-58	.	.	4-2-1963	Agreement sub : Dearness allowance for staff.
Ex. M-59	.	.	27-2-1963	Memo. sub. sanction of an increase of Rs. 1/75 to Canteen Workers.
Ex. M-60	.	.	28-6-1965	Letter from Regional Labour Commissioner to Secretary Magnesite Syndicate Employees Association.
Ex. M-61	.	.	28-6-1965	Notice from the management to Employees of the Company.
Ex. M-62	.	.	8-7-1965	Letter from Regional Labour Commissioner, Madras to Secretary, Magnesite Syndicate Employees Association and the Works Superintendent, Burn & Company, Limited.
Ex. M-63	.	.	13-7-1965	Letter from the Works Superintendent, Burn & Co. Ltd., to the Secretary, Magnesite Syndicate Employees Association.
Ex. M-64	.	.	19-7-1965	Letter intimating registration of the Union.
Ex. M-65	.	.	26-12-1965	Notice of stay-in-strike etc Hurg strike.
Ex. M-66	.	.	28-1-1966	Letter from the Magnesite Syndicate Employees Association to Burn & Co. Ltd., Salem.
Ex. M-67	.	.	16-5-1966	Strike notice from the Magnesite Workers Union to the Managements of Burn & Co. Ltd., Salem, Magnesite (P) Ltd. Dalmia Magnesite Corporation, Secion.
Ex. M-68	.	.	10-6-1966	Strike notice from the Magnesite National Labour Union to the Management of Burn & Co. Ltd., Salem.
Ex. M-69	.	.	23-6-1966	Strike notice from the Magnesite National Labour Union to the Management of Burn & Co. Ltd., Salem.
Ex. M-70	.	.	10-6-1966	Strike notice.
Ex. M-71	.	.	9-7-1966	Memorandum of settlement under Sec. 12(3) of the I.D. Act, 1947.
Ex. M-72	.	.	12-7-1966	Supplementary memorandum of settlement.
Ex. M-73	.	.	12-12-1966	Demand (Revision of D.A.)
Ex. M-74	.	.	24-3-1961	Supplementary memorandum of settlement.
Ex. M-75	.	.	18-7-1961	Office order raising D.A. from Rs. 41 to Rs. 47/50. P
Ex. M-76	.	.	1-5-1962	Demand (Basic Salary).
Ex. M-77	.	.	3-8-1962	Memorandum of settlement.
Ex. M-78	.	.	3-8-1962	Office memo fixing grades and Basic salaries.
Ex. M-79	.	.	4-9-1962	Demand.
Ex. M-80	.	.	23-10-1962	Memorandum of settlement.
Ex. M-81	.	.	23-10-1962	Supplementary of memorandum of settlement.
Ex. M-82	.	.	1-3-1963	Office order giving special increase of 9 P. in D.A. for kiln workers.
Ex. M-83	.	.	16-12-1963	Demand (D.A., House Rent and Leave Rules).
Ex. M-84	.	.	24-2-1964	Demand (D.A., House Rent and Leave Rules).
Ex. M-85	.	.	2-6-1964	Demand (D.A., House Rent and Leave Rules).

Ex. M-86	.	.	8-7-1964	Demand.
Ex. M-87	.	.	16-7-1964	Demand (D.A., House Rent and Leave Rules).
Ex. M-88	.	.	12-8-1964	Letter about demand D.A., house rent and leave rules
Ex. M-89	.	.	19-8-1964	Demand.
Ex. M-90	.	.	5-9-1964	Letter about demand.
Ex. M-91	.	.	7-9-1964	Demand.
Ex. M-92	.	.	8-9-1964	Call for comments.
Ex. M-93	.	.	16-9-1964	Comments on demand.
Ex. M-94	.	.	17-9-1964	Letter from management to the Regional Labour Commissioner (C) Madras.
Ex. M-95	.	.	19-9-1964	Demand.
Ex. M-96	.	.	23-9-1964	Memorandum of settlement under Sec. 18(1) of the I.D. Act., 1947.
Ex. M-97	.	.	25-10-1964	Demand.
Ex. M-98	.	.	6-10-1964	Demand for D.A. Revision.
Ex. M-99	.	.	28-10-1964	Memorandum of settlement.
Ex. M-100	.	.	5-12-1964	D.A. Relief.
Ex. M-101	.	.	4-5-1965	Memorandum of settlement.
Ex. M-102	.	.	5-6-1965	Letter asking whether terms of 4-5-65 settlement have been implemented.
Ex. M-103	.	.	8-6-1965	Reply in the affirmative.
Ex. M-104	.	.	28-6-1965	Demand.
Ex. M-105	.	.	19-7-1965	Intimation of registration of Union.
Ex. M-106	.	.	20-7-1965	Charter of demand.
Ex. M-107	.	.	27-7-1965	Notice of termination of memorandum of settlement.
Ex. M-108	.	.	22-8-1965	Charter of demand.
Ex. M-109	.	.	5-9-1965	Charter of demands and Threat of action.
Ex. M-110	.	.	9-9-1965	Charter of demands.
Ex. M-111	.	.	10-9-1965	Letter advising constitutional means before resorting to direct action.
Ex. M-112	.	.	12-9-1965	Demand.
Ex. M-113	.	.	14-9-1965	Call for comments.
Ex. M-114	.	.	17-9-1965	Letter for co-operation pending decision in revision of D.A.
Ex. M-115	.	.	17-9-1965	Reply.
Ex. M-116	.	.	1-10-1965	Memorandum of settlement.
Ex. M-117	.	.	11-10-1965	Letter from the Regional Labour Commissioner Madras to the management.
Ex. M-118	.	.	16-10-1965	Letter for keeping proceedings pending.
Ex. M-119	.	.	27-12-1965	Demand.
Ex. M-120	.	.	4-1-1966	Intimation of dates conciliation proceedings.
Ex. M-121	.	.	10-1-1966	Intimation of dates conciliation proceedings.
Ex. M-122	.	.	23-1-1966	Withdrawal of demand.
Ex. M-123	.	.	14-2-1966	Application for conciliation proceedings.
Ex. M-124	.	.	23-5-1966	Report on failure on conciliation.
Ex. M-125	.	.	23-4-1966	Demand.
Ex. M-126	.	.	13-5-1966	Minutes of discussion.
Ex. M-127	.	.	16-5-1966	Strike notice from Magnesite workers' Union, to management.
Ex. M-128	.	.	23-5-1966	Threat of direct action.
Ex. M-129	.	.	23-5-1966	Call for comments on strike notice.
Ex. M-130	.	.	26-5-1966	Amendment to report on failure of conciliation.
Ex. M-131	.	.	3-6-1966	Comments on strike notice.
Ex. M-132	.	.	6-6-1966	Objection to the Regional Labour Commissioner Report.

Ex. M-133	8-6-1966	Strike notice.
Ex. M-134	12-6-1966	Strike notice.
Ex. M-135	20-6-1966	Strike notice.
Ex. M-136	21-6-1966	Objection to unwarranted demonstration.
Ex. M-137	22-6-1966	Reply to above.
Ex. M-138	22-6-1966	Letter desiring that strike action be deferred.
Ex. M-139	25-6-1966	Letter from the Regional Labour Commissioner (C) Madras to the Management and Union.
Ex. M-140	25-6-1966	Minutes of discussions.
Ex. M-141	26-6-1966	Strike notice to the management.
Ex. M-142	28-6-1966	Letter calling off strike.
Ex. M-143	30-7-1966	Letter asking whether the Union's demands have been included in the claims of Magnesite Workers' Union.
Ex. M-144	1-8-1966	Reply in negative.
Ex. M-145	—	Balance sheets for 6 (six) years—1960 to 1965.
Ex. M-146	—	Memorandum of settlement under Sec. 18(1) of the I.D. Act.
Ex. M-147	30-5-1968	Memorandum of settlement under Sec. 18(1) of the I.D. Act. (Exs. M-1 to 4 Series and M-11 to M-69 and M-147 marked by Management No. 1). (Exs. M-5 to M-10 and M-70 to M-146 marked by management No. II)

NOTE :—The parties are directed to take return of their document/documents within six months from this date

[No. 35/9/66-LRI.]

New Delhi, the 31st October, 1968

S.O. 3944.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1937), the Central Government hereby publishes the following award of the Central Industrial Tribunal, Delhi in the industrial dispute between the employers in relation to the Punjab National Bank Limited and their workmen, which was received by the Central Government on the 18th October, 1968.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL, DELHI.

PRESENT :

Shri R. K. Baweja, Central Govt. Industrial Tribunal Delhi.

11th October, 1968.

REFERENCE I.D. No. 1 OF 1968,

BETWEEN

The employers in relation to the Punjab National Bank Ltd.,

—AND—

Their workmen.

Shri M. K. Jain—for the bank.

Shri C. L. Bhardwaj—for the workman.

AWARD

By Order No. 51/75/67/LR/III, dated 4th January, 1968, the Government of India referred to this Tribunal for adjudication the following industrial dispute between the aforesaid parties:—

“Whether the action of the management of the Punjab National Bank Ltd. in terminating the services of Shri Dharambir Sharma, Daftry at the Burham-pur Branch of the Bank, on the 22nd June, 1966 is justified? If not, to what relief is he entitled?”

2. The facts of this case as alleged in the statement of claim filed on behalf of the workman by the general secretary of All India Punjab National Bank Employees' Association, Chandni Chowk, Delhi (hereinafter to be referred as the Association), are that the

concerned workman was appointed as a probationer peon-cum-daftry with effect from 21st of March, 1966 at the Burhampur branch of the Punjab National Bank Limited (hereinafter to be referred as Bank). On the 22nd of June, 1966 his services were terminated with effect from that date on the ground that he was still a minor and was not eligible for service of the bank. It is alleged that this was contrary to the provisions of the bank award and also against the principles of natural justice inasmuch as the employee was not served with a charge-sheet and a notice. The said manager of the bank was approached by various representations but to no effect. The workman was, however, taken in service with effect from 21st of September, 1966 as a fresh appointee on the same post. The prayer of the Association is that as the termination of services of the workman was arbitrary and illegal, he should be treated as in service during the intervening period i.e. from 22nd of June, 1966 to 20th of September, 1966 and that he be awarded full wages with all other benefits for this period.

3. The bank in its written statement raised the preliminary objection that the dispute was not an industrial dispute but an individual dispute inasmuch as it had not been raised by a substantial number of workmen. On merits, it was stated that the concerned workman submitted an application on the 21st of March, 1966 to the manager of Khandwa office of the bank for appointment as daftry-cum-peon. In the aforesaid application, he stated that he was a young man of 19 years and so he was appointed with effect from that date at Burhampur office of the bank. After sometime it transpired that the date of birth of the workman was "20th August, 1948" and on the date of appointment he was a minor which was against the rules of the bank. Since he obtained appointment by mis-statement of facts with regard to his age, his services were rightly terminated on the 22nd of June, 1966. It was further stated that on the 26th of June, 1966 the Association by its letter dated 26th of June, 1966 brought to the bank's notice that the termination of services of the workman was in violation of Para. 139 of the Sastry Award but this plea was not sustainable. The bank was further informed by the Association in August, 1966 that on an enquiry from the school concerned it had been found that the date of birth mentioned in the character certificate issued to the workman was wrongly typed as "20th August, 1948" and the Association requested for reconsideration of the matter. Thereafter and by the time the workman became major, he was appointed afresh on the 21st of September, 1966. It was, therefore, pleaded that the workman had no case and the order of termination of his services was justified and that he was not entitled to any relief.

4. The preliminary objection regarding the competency of the reference was not pressed before me and rightly so. Otherwise also under section 2-A of the Industrial Disputes Act, 1947 an individual workman can raise a dispute regarding the termination of his services. In the instant case, however, the Association of which the workman is a member has raised this demand on behalf of the workman and the reference is perfectly valid.

5. The facts of this case are more or less admitted as I shall presently show. The concerned workman submitted an application on the 21st of March, 1966 to the manager of the Punjab National Bank Limited, Khandwa (Ext. M/2), in which he stated that he was a young man of 19 years. Along with that application he attached a certificate from the principal of the Government Boys Higher Secondary School, Chirag Delhi in which the said principal certified that Dharamvir Sharma had passed the 10th class examination held in April, 1964 and that his date of birth was 20th of August, 1948. It is, therefore, obvious that though in the application the concerned workman stated that his age was 19 years, yet in fact, according to the certificate attached to the application, he was below 18 at that time. Had there been any *mala fide* intention on the part of the concerned workman to conceal his age, he should not have attached that certificate. It is true that in the application he made a wrong statement of fact about his age but that does not seem to be *mala fide*. The manager of the concerned branch of the bank also due to an over-sight or otherwise on the basis of this application gave him a letter of appointment considering that his age was 19 years. So it was a *bona fide* mistake on the part of both the parties. Subsequently, it seems, that the error was detected and by an order dated 22nd of June, 1966 his services were terminated on the ground of his minority vide Ext. M/3. It was contended on behalf of the workman that if once a person was taken in the employment of the bank though he was a minor, his services could not be dispensed with, particularly when on the date of termination of his services he had come of age as in the present case. On the 22nd of June, 1966, however, according to the certificate attached to the application he had not come of age as his date of birth as stated therein was 20th of August, 1948. It was only in August, 1966 that the union informed the bank that in fact the date of birth of the workman was 20th of June, 1948 and not 20th of August, 1948 as mentioned in the certificate. From the school leaving certificate Ext. W/12 duly proved by Shri D. S. Gullaiya, a teacher of the concerned school, it is obvious that the date of birth of the employee was 20th of June, 1948. But the fact remains that on the date of the termination of his services neither the bank nor the union knew that his date of birth was 20th of June, 1948 and not the 20th of August, 1948 as furnished by the principal of the school.

So it cannot be said by any stretch of imagination that on the date of the termination of his services, the bank knew that he had attained the age of 18 years because this was made known to the bank in August, 1966. So even judged from that angle, the order of termination of the services of the workman made by the bank cannot be held to be *mala fide*.

6. The learned representative of the workman vehemently argued that the order of termination of the services of the workman made by the bank, even if he was below 18 at the time of his appointment, contravened the provisions of Para. 139 of the All India Industrial Tribunal (Bank Disputes), award commonly known as the Sastry Award. Para. 139 of the said award is contained in Chapter VII of the award and prescribes the scales of pay for subordinate staff. It does not lay down the conditions of eligibility to the appointment in the service of the bank. It lays down, *inter alia*, that an employee of the bank if he happens to be below 18 years of age will get Rs. 5/- less than the other employees who are above 18 years. It does not lay down that a person below the age of 18 years should necessarily be employed with the bank if the terms and conditions of employment of that particular bank do not so warrant. Shri M. K. Jain, Assistant Manager of the bank has produced a copy of the circular dated 6th of March, 1957 issued by the bank in which it is categorically stated that the minimum age of an employee at the time of his appointment should not be less than 18 years except in case of cashiers' staff whose minimum age limit was fixed at 21 years. I, therefore, do not think that para. 139 of the Sastry Award, in any way, over-rides this rule of the bank which relates to the recruitment of peons, dafftries, clerical staff etc. Shri Dharamvir as WW1 himself admitted that at the time of application his age was not 19 years. I, therefore, feel that para. 139 of the Sastry Award is not opposed to the order made by the bank which was in pursuance of their recruitment rules.

7. It was next contended that the procedure for termination of employment and taking disciplinary action as laid down in Chapter XVIII of the Desai Award was not followed in the present case and for that reason the order of termination was bad in law. It is true that the workman was not charge-sheeted nor was he served with any notice before the order of termination of his services was passed. The learned representative of the bank frankly conceded that even if this was a lacuna, the entire matter was before this Tribunal and it was to be seen by it, if the order was justified or not. There are authorities on this point that if a reference is made to the Tribunal about the wrong termination of services of an employee and the whole matter is before it, then it can adjudicate even if there has been no enquiry as a result of the charge-sheet against the delinquent employee. This being so, I have given my very careful consideration to the dispute between the parties in the present adjudication. The point is quite simple. The employee wrongly stated in his application that he was 19 years of age at the time of his appointment though according to his own admission he was not. The bank after a few months detected that the appointment was wrong as according to their rules, which admit of no exception, a minor had been appointed. At the time of termination of his services, the bank even did not know that he had come of age. In August when it was made known to it, that the date of birth of the workman was 20th of June, 1948 and that he had come of age by that time, it again took him in employment with effect from 21st of September, 1966. The prayer of the workman is that the period which elapsed between the termination of service and his fresh appointment should be condoned and he should be treated to have continued in service. In my opinion, the bank was perfectly justified after the detection of the mistake in terminating the service of the workman and there was no *mala fide* or bad intention in its order. Even before me from the statement of the workman no such inference can be drawn. His vague statement that the manager of the Khandwa branch of the bank wanted to appoint his own man in his place is not borne out from any documentary evidence on the record. I, therefore, do not feel that the order was *mala fide* and without justification and the workman is entitled to any relief. The award is made accordingly.

(Six pages)

11th October, 1968.

Sd/- R. K. BAWELJA,
Central Govt. Industrial Tribunal, Delhi.

[No. 51/75/67/LRIII.]

O. P. TALWAR, Under Secy.

(Department of Labour and Employment)

New Delhi, the 30th October 1968

S.O. 3945.—Whereas the Central Government was satisfied that M/s. Bharat Wood Works Private Limited was situated in Namrup area which was a sparse area (that is, an area whose insurable population was less than 500) in the district of Lakhimpur in the State of Assam;

And, whereas by virtue of its location in a sparse area, the aforesaid factory was granted exemption from the payment of the employers' special contribution under section 73F of the Employees' State Insurance Act, 1948 (34 of 1948) until enforcement of the provisions of Chapter V of the Act in that area by the notification of the Government of India in the late Ministry of Labour and Employment No. 6(77)/63-HI dated the 24th April, 1963;

And, whereas the Central Government is satisfied that the insurable population of the Namrup area in the district of Lakhimpur in the State of Assam has now exceeded 500, and it is no longer a sparse area;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following further amendment in the said notification namely:—

In the Schedule to the said notification in the entries relating to serial No. 3, the entry "Namrup" in column 3 and the entry against it in column 4 shall be omitted.

[No. F. 6/90/68-HI.]

S.O. 3946.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Government Press at Bhavnagar, belonging to the State Government of Gujarat, in an implemented area, hereby exempts the said Press from payment of the employer's special contribution leviable under Chapter VA of the said Act, for a period of one year upto and inclusive of the 7th October, 1969.

[No. F. 6(86)/68-HI.]

S.O. 3947.—Whereas the Central Government is satisfied that the Garhara installation belonging to the Indian Oil Corporation Limited is situated in an area where the provisions of Chapter V of the Employees' State Insurance Act, 1948 (34 of 1948) have not yet been enforced;

Now, therefore, in exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the said installation from payment of the employers' special contribution leviable under Chapter VA of the said Act, until the enforcement of the provisions of Chapter V of the said Act, in the said area.

[No. F. 6(78)/68-HI.]

S.O. 3948.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the Vaccine Institute, Nagpur, in an implemented area, hereby exempts the said institute from the payment of the employers' special contribution leviable under Chapter VA of the said Act for a period of one year upto and inclusive of the 3rd September, 1969.

[No. F. 6(65)/67-HI.]

New Delhi, the 31st October, 1968

S.O. 3949.—In pursuance of clause (c) of sub-paragraph (1) of paragraph 4 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints the Secretary, South India Mill Owners' Association, Coimbatore, as a member of the Regional Committee for the State of Madras, and makes the following further amendment in the

notification of the Government of India in the late Ministry of Labour No. S.R.O. 3381 dated the 2nd November, 1954, namely:—

In the said notification, against item 4, for the existing entry, the following entry shall be substituted, namely:—

“The Secretary, South India Mill Owners' Association, Coimbatore”.

[No. 12(8)64-P.F.II.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)

[Office of the Chief Labour Commissioner (Central)]

ORDER

New Delhi, the 29th October 1968

S.O. 3950.—Whereas an application has been made under Section 19(b) of the Payment of Bonus Act, 1965 by Messrs. South Parasea Collieries (P) Ltd. (employer) in relation to their establishment mentioned in the Schedule below for extension of the period for the payment of bonus to their employees for the accounting year ending on 30th September, 1967.

And whereas being satisfied that there are sufficient reasons to extend the time I have, in exercise of the powers conferred on me by the proviso to clause (b) of section 19 of the said Act read with the notification of the Government of India in the Ministry of Labour and Employment No. WB-20(42)/65 dated the 28th August, 1965, passed orders on.....extending the period for payment of the said bonus by the said employer by 6(six) months from the last date for payment of bonus under clause (b) of Section 19 of the Act.

Now this is published for information of the employer and all the employees of the said establishment.

SCHEDULE

Name and address of the employer(s)	Establishment(s)
The South Parasea Collieries (P) Ltd., P.O. & T.O. Kajoragram, Distt. Burdwan.	South Parasea Colliery

[No. B. A. 5(10)/68-LSL]

O VENKATACHALAM,
Chief Labour Commissioner (Central).

MINISTRY OF INDUSTRIAL DEVELOPMENT AND COMPANY AFFAIRS

(Department of Industrial Development)

New Delhi, the 28th September 1968

S.O. 3951.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, the President hereby makes the following rules further to amend the Small Scale Industries Organisation [Class I and Class II (Gazetted) Posts] Recruitment Rules, 1962 namely:—

1. (1) These rules may be called the Small Scale Industries Organisation [Class I and Class II (Gazetted) Postal] Recruitment 1 (Amendment) Rules, 1968.

(2) They shall come into force on the date of their publication in the official Gazette.

2. In the Small Scale Industries Organisation [Class I and Class II (Gazetted) Posts] Recruitment Rules, 1962, in the entries relating to the posts included in Schedules II, III, IV, V, and VIII, in column 6, after the existing entry, the following entry shall be inserted, namely:—

"(Relaxable for Government servants)".

[No. F. 13/7/68-E.I.]

G. RAMANATHAN, Under Secy.

(Department of Industrial Development)

ORDER

New Delhi, the 28th October 1968

S.O. 3952/IDRA/18G/67.—In exercise of the powers conferred by section 18G and section 25 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), and of all other powers enabling it in this behalf, the Central Government hereby makes the following Order further to amend the Cement Control Order, 1967, namely :

1. This Order may be called the Cement Control (Seventh Amendment) Order, 1968.

2. It shall be deemed to have come into force on the 1st April, 1968.

3. In the Schedule to the Cement Control Order 1967, in item No. 16 relating to M/s Shree Digvijay Cement Company Limited, against "Ahmedabad Works" under the heading 'Price per metric tonne' in column 2, for "Rs. 115.87 the entry "Rs. 116.50" shall be substituted.

[No. F. 1-35/67-CEM.]

K. I. VIDYASAGAR, Joint Secy.

औद्योगिक विकास तथा समवाय : काय मंत्रालय

(औद्योगिक विकास विभाग)

नई दिल्ली, 28 अक्टूबर, 1968

एल० प्रो० 39 53/आई० डी० आर० ए०/18छ/67:—उद्योग (विकास तथा नियमन) अधिनियम, 1951 (1951 का 65) की धारा 18छ और धारा 25 के द्वारा प्रदत्त तथा इस सम्बन्ध में उसे समर्थ बनाने वाली अन्य सभी शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा सीमेंट नियंत्रण आदेश, 1967 में और आगे संशोधन करने के लिए निम्नलिखित आदेश जारी करती है, अर्थात्:—

1. यह आदेश सीमेंट नियंत्रण (सातवां संशोधन) आदेश, 1968 कहलायेगा ।

2. इसे पहली अप्रैल, 1968 से लागू हुआ समझा जायेगा ।

3. सीमेंट नियंत्रण आदेश 1967 की अनुसूची में, मेसर्स श्री दिग्विजय सीमेंट कम्पनी लिमिटेड से सम्बन्धित मद संख्या 16 में, "अहमदाबाद वर्क्स" के सामाने 'प्रति मीट्रिक टन मूल्य' शीर्षक के अन्तर्गत कालम 2 में "115.87 रु०" के स्थान पर प्रविष्टि "116.50 रु०" रखी जायेगी ?

[सं० एफ० 1-35/67-सीमेंट]

के० आई० विद्यासागर, संयुक्त सचिव ।

(Deptt. of Industrial Development)

ORDER

New Delhi, the 28th October 1968

S.O. 3954/IDRA/6/5.—In exercise of the powers conferred by section 6 of the Industries (Development and Regulation) Act, 1951 (65 of 1951), read with Rules 2, 4 and 5 of the Development Councils (procedural) Rules, 1952, the Central Government hereby appoints the following person to be a member of the Development Council established by the orders of the Government of India, in the Ministry of Industrial Development and Company Affairs No. S.O./IDRA/6/5 dated the 30th April, 1968, and the 13th June, 1968, for the scheduled industries engaged in the manufacture of production of electric motors and of machinery and equipment for the generation, transmission and distribution of electric energy (excluding house service matters and panel instruments).

Shri J. C. Dikshit, General Secretary, INTUC-U.P. Branch, 19, Lajpat Rai Marg, Lucknow.

The Central Government also directs that the following amendment shall be made in the said order, After entry No. 23 relating to Shri B. N. Baliga, the following entries shall be inserted, namely:

24. Shri J. C. Dikshit, General Secretary, INTUC-UP Branch, 19, Lajpat Rai Marg, Lucknow.

[No. EEI-19(20)/63.]

P. J. MENON, Dy. Secy.

(औद्योगिक विकास विभाग)

आदेश

नई दिल्ली, 28 अक्टूबर, 1968

एस० ओ० 3955/आई० डी० आर० ए०/6/5 —उद्योग (विकास तथा नियमन) अधिनियम 1951 (1951 का 65) एवं विकास परिषदें (सार्वविधि) नियम, 1952 के नियम 2, 4 और 5 के द्वारा रदत शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा निम्नलिखित व्यक्ति को भारत सरकार के औद्योगिक विकास तथा समवाय-कार्य मंत्रालय के आदेश से एस० ओ० आई० डी० आर० ए०/6/5 दिनांक 30 अप्रैल, 1968 तथा 13 जून, 1968 के द्वारा विद्युत ऊर्जा के जनन, पारेषण तथा वितरण के हेतु विद्युत मोटरों, मशीनों तथा अन्य उपकरणों के (घरेलु काम में आने वाले मीटरों और पेनल यंत्रों को छोड़ कर) निर्माण या उत्पादन में रत अनुसूचित उद्योगों के लिए स्थापित विकास परिषद का सदस्य नियुक्त करती है।

श्री जे० सी० दीक्षित,

महा मंत्री, इंटक उ० प्र० शाखा,

19, लाजपत राय मार्ग, लखनऊ।

केन्द्रीय सरकार यह भी निर्देश देती है कि उपयुक्त आदेश में निम्नलिखित संशोधन किया जायेगा, श्री बी० एन० बालिग से संबंधित प्रविष्टि सं० 23 के पश्चात निम्नलिखित प्रविष्टि निविष्ट की जायेगी, अर्थात्:

24 श्री जे० सी० दीक्षित,

महा मंत्री,

इंटक उ० प्र० शाखा,

19, लाजपत राय मार्ग, लखनऊ।

[सं० ई० ई० आई० 19 (20)/63]

पि० जे० मेनोन, उप-सचिव।

(Department of Company Affairs)

(COST AND WORKS ACCOUNTANTS)

New Delhi, the 31st October 1968

S.O. 3956.—In pursuance of clause (a) of sub-section (2) of section 9 of the Cost Works Accountants Act, 1959 (23 of 1959), the Central Government hereby makes the following further amendment in the late Ministry of Commerce and Industry (Department of Company Law Administration) Notification No. G.S.R. 612 dated the 25th May, 1959, namely :—

In the said Notification, for item 4 the following item shall be substituted, namely:—

“Northern India Regional Constituency comprising the States of Punjab, Rajasthan, Uttar Pradesh, Haryana, Jammu and Kashmir and the Union Territories of Delhi, Himachal Pradesh and Chandigarh.”

[No. 7/41/66-IGC.]

CHARTERED ACCOUNTANTS

New Delhi, the 31st October 1968

S.O. 3957.—In pursuance of clause (a) of sub-section (2) of section 9 of the Chartered Accountants Act, 1949 (38 of 1949), the Central Government hereby makes the following further amendment in the late Ministry of Commerce and Industry (Deptt. of Company Law Administration) Notification No. S.O. 275 dated the 12th March, 1958, namely :—

In the said notification, for item 5 the following item shall be substituted.

“The Union territories of Delhi, Himachal Pradesh and Chandigarh and the States of Punjab, Haryana and Jammu and Kashmir.”

[No. 7/41/66-IGC.]

M. C. VARMA, Under Secy.

(Department of Industrial Development)

(Indian Standards Institution)

New Delhi the 24th October, 1968

S.O. 3958.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks), Regulations, 1955, as subsequently amended, the Indian Standards Institution hereby notifies that twenty licences, particulars of which are given in the Schedule hereto annexed, have been granted authorizing the licensees to use the Standard mark:

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity From	To	Name and Address of the Licensee	Article/Process Covered by the licensee	Relevant Indian Standard
1	2	3	4	5	6	7
1	CM/L-1782 5-9-1968	16-9-68	15-9-69	M/s National Metal Industries, 314, Bhagirathpura, Indore.	Structural steel (standard quality)	IS: 226-1962 Specification for structural steel (standard quality) (Third revision).
2	CM/L-1783 5-9-1968	16-9-68	15-9-68	M/s National Metal Industries, 314, Bhagirathpura, Indore.	Structural steel (ordinary quality)	IS: 1977-1962 Specification for structural steel (ordinary quality)
3	CM/L-1784 10-9-1968	16-9-68	15-9-69	M/s Chaliha Rolling Mills Private Ltd., 13, Chanditala Lane, Tollygunge, Calcutta-40 having their Office at 5, Mission Row, Calcutta-1.	Galvanised steel barbed wire	IS: 278-1962 Specification for galvanised steel barbed wire for fencing (revised).
4	CM/L-1785 10-9-1962	16-9-68	15-9-69	M/s Eldee Wire Ropes Private Ltd, MIDC Industrial Estate, Dombivli (Kalyan), Distt. Thana, Maharashtra State having their Office at Eldee Chambers, 3, Broach Street, Bombay-9.	Steel wire for the core of steel-cored aluminium conductors.	IS: 398-1961 Specification for hard drawn stranded aluminium and steel cored aluminium conductor for overhead power transmission purposes (revised).

5	CM/L-1786 11-9-1968	1-9-68	31-8-69	M/s Goa Pesticides Private Ltd., Fartoda, Margao (Goa) having their Office at Chowgule House, Mormugao Harbour, Goa.	BHC dusting powders	IS: 561-1962 Specification for BHC dusting powders (second revision)
6	CM/L-1787 11-9-1968	1-9-68	31-8-69	M/s Goa Pesticide Private Ltd., Fartoda, Margao (Goa) having their Office at Chowgule House, Mormugao Harbour, Goa.	DDT dusting powders	IS: 564-1961 Specification for DDT dusting powders.
7	CM/L-1788 16-9-1968	1-10-68	30-9-69	M/s Esso Standard Eastern Inc., Esso Building, 17 Jamshedji Tata Road, Bombay-1 for their factory at M/s Esso Standard Refining Company of India Ltd., Esso Refinery, Bombay-74.	Hexane, food grade	IS: 3470-1966 specification for hexane, food grade
8	CM/L-1789 16-9-1968	1-10-68	30-9-69	M/s Burmah Shell Oil Storage & Distributing Co. of India Ltd., Burmah Shell House, Ballard Estate, Bombay-1 for their fac- tory M/s Burmah Shell Refine- ries Ltd, Mohul, Bombay-74.	Hexane, food grade	IS: 3470-1966 Specification for hexane, food grade.
9	CM/L-1790 13-9-1968	16-9-68	15-9-69	M/s Central Insecticides & Ferti- lizers, Vihar Lake Road, Saki Naka, Kurla, Bombay-70.	Malathion emulsifiable concentra- tes	IS: 2567-1963 Specification for malathion emulsifiable concen- trates.
10	CM/L-1791 16-9-1968	16-9-68	15-9-69	M/s Sur Iron & Steel Co. P. Ltd, 378 G.T. Road, Belar, Howrah having their Office at 15 Convent Road, Calcutta-14.	dC electric welding generator hav- ing maximum continuous hand welding current of 300 amperes	IS: 2635-1966 Specification for DC electric welding generators (revised)
11	CM/L-1792 16-9-1968	1-10-68	30-9-69	The Khodiyar Pottery Works Ltd., Opposite Railway Station, Sihor, Gujarat State.	Vitreous sanitary appliances (vi- treous china) consisting of: (1) Wash-down water-closets, pattern 1 Height 400 mm. front and rear with P-trap and S-trap)	IS: 2556 (Part I)-1967 Specifica- tion for vitreous sanitary ap- pliances (vitreous china) Part I General requirements (first re- vision). IS: 2556 (Part II)-1967 Specifica- tion for vitreous sanitary ap- pliances (vitreous china) Part II specific requirements wash-down water-closets (1st revision)

1	2	3	4	5	6	7
					(2) Long pattern squatting pan, sizes 580 mm, 630 mm & 680 mm and 'P' type trap	IS: 2556 (Part III)-1967 Specification for vitreous sanitary appliances (vitreous china) Part III specific requirements of squatting pans and traps (<i>first revision</i>).
					(3) Wash basins, flat back, sizes 630 × 450 mm, 550 × 400 mm, and 450 × 300 mm and angle back size 600 × 480 mm.	IS: 2556 (Part IV)-1967 Specification for vitreous sanitary appliances (vitreous china) Part IV specific requirements of wash basins (<i>first revision</i>).
					(4) Sinks, laboratory, sizes 450 × 300 × 150 mm, and 400 × 250 × 150 mm; and	IS: 2556 (Part V)-1967 Specification for vitreous sanitary appliances (vitreous china) Part V specific requirements of laboratory sinks (<i>first revision</i>).
					(5) Urinals, bowl pattern, flat back, size 430 mm and squatting plate sizes 600 × 350 mm and 450 × 350 mm.	IS: 2556 (Part VI)-1967 Specification for vitreous sanitary appliances (vitreous china). Part VI specific requirements of urinals (<i>first revision</i>).
12	CM/L-1793 13-8-1968	16-8-68	15-8-69	M/s Sindhichem Private Ltd., Sindhi, Distt. Wardha having their Office at Dharaskar Building, Ramdaspath, Nagpur.	Endrin emulsifiable concentrates	IS: 1310-1958 Specification for endrin emulsifiable concentrates.
13	CM/L-1794 17-9-1968	1-10-68	30-9-69	M/s Emery (India) Private Ltd., Krishna Kunj, Pandit Nehru Marg, Badeshwar, Jamnagar-2, Gujarat State.	Abrasive emery grain	IS: 3178-1965 Specification for abrasive emery grain.
14	CM/L-1795 17-9-1968	1-10-68	30-9-69	M/s Bhavnagar Vegetable Products Ltd., B under Road, Bhavnagar.	18-litre square tins	IS: 916-1966 Specification for 18-litre square tins (<i>revised</i>).
15	CM/L-1796 20-9-1968	1-10-68	30-9-69	M/s Modern Rubber Manufacturers Private Ltd., 1 Tiljala Lane, Calcutta-39 having their Regd. Office at 12-1-B Lindsay Street, Calcutta-16,	Industrial safety helmets	IS: 2925-1964 Specification for industrial safety helmets.

16	CM/L-1797 20-9-1968	1-10-68	30-9-69	M/s. Industrial Esters & Chemicals, Plot No. A-10, MIDC Industrial Area Chemical Zone at Ambarnath Distt. Thana having their office at R-11 Bank of Baroda Building Palton Road, Bombay-1.	Endrin emulsifiable concentrates	IS: 1310-1958 Specification for endrin emulsifiable concentra- ter.
17	CM/L-1798 20-9-68	1-10-68	30-9-69	M/s. J.B. Advani Oerlikon Elec- trodes Private Ltd., Vandulur Palkottayur village Chinglepet Distt. Madras having their Office at 98-A Armenian street, Batliboi House, 2nd Floor, Madras-1.	Covered electrodes for metal arc welding of mild steel.	IS: 814-1967 specification for covered electrodes for metal arc welding of mild steel.
18	CM/L-1799 25-9-1968	1-10-68	30-9-69	The Agro Industrial & Chemical Co., 13-A Kalyani View, Rudar- pur, (Nainital).	Endrin emulsifiable concentrates	IS: 1310-1958 Specification for endrin emulsifiable concentra- tes.
19	CM/L-1800 26-9-1968	1-10-68	30-9-69	M/s. Research & Sales Centre, M-2 Industrial Area, Sonapat (Har- yana).	Light caoutchoucine	IS: 4117-1966 Specification for alcohol denaturants.
20	CM/L-1801 27-9-1968	1-10-68	30-9-69	M/s. Aggarwal Metal Works Private Ltd., Agrawal Road, Rewari.	Rolled brass sheets and strips other than those meant for utensils above 0.5 mm thickness. Desig- nation Cu Zn 3	IS: 410-1967 Specification for rolled brass plate sheet, strip and foil (second revision).

[No. CMD/13 : 11].

S.O. 3959.—In pursuance of regulation 4 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that amendment(s) to the Indian Standard(s) given in the schedule hereto annexed have been issued under the powers conferred by the sub-regulation (1) of Regulation 3 of the said Regulations.

THE SCHEDULE]

Serial No.	No. and title of the Indian Standard amended	No. and date of Gazette Notification in which the establishment of the Indian Standard was notified	No. and date of the Amendment	Brief particulars of the Amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)	(5)	(6)
1	IS: 727-1964 Specification for hard drawn carbon steel wire for springs for general engineering purposes (<i>Revised</i>).	S. O. 2595 dated 1 August 1964	No. 1 July 1968	Table II has been amended and a note has been added thereunder.	31 July 1968
2	IS: 1070-1960 Specification for water, distilled quality (<i>Revised</i>)	S. O. 224 dated 28 January 1961	No. 1 September 1968	Page 3, Table I, col 3 against Sl. No. (ii), (page 4 of the Reprint Substitute '5.0 to 7.0' for '6.0 to 7.0').	30 September 1968.
3	IS: 1139-1966 Specification for hot rolled mild steel and medium tensile steel deformed bars for concrete reinforcement (<i>Revised</i>).	S. O. 3065 dated 15 October 1966	No. 1 August 1968	(i) Title of the Standard has been amended. (ii) Clauses 1.1, 2.4, 3.1, 4.1, 4.1, 5.1, 9.1, 9.2, and table 1 have been substituted by new ones. (iii) Clauses 2.9, 5.5 and 5.6 have been deleted and the subsequent ones renumbered accordingly. (iv) Re-numbered clause 2.9 has been substituted by a new one. (v) A new clause 4.4 has been added. (vi) Re-numbered clause 5.5 has been amended and (vii) A new clause 10.4 has been added after 10.3 and the existing clause 10.4 re-numbered as 10.5.	1 October 1968.

4	IS: 1172 (Part II),—1962 Methods of sampling ferro-alloys, Part II.	S. O. 1147 dated 20 April 1963	No. 2 Oct. 1968	New matter has been added in clause 0.3 and Table III.	1 October 1968.
5	IS: 1538-1960 Specification for cast iron fittings for pressure pipes for water, gas and sewage	S. O. 1176 dated 27 May 1961	No. 1 July 1968	The Diagram in table XII has been substituted by a new one	31 July 1968.
6	IS: 1785-1966 Specification for cold twisted steel bars for concrete reinforcement (Revised).	S. O. 4023 dated 31 December 1966	No. 1 August 1968	(i) Clauses 2.3 & 2.4 have been substituted by a new clause 2.3 and subsequent ones re-numbered accordingly. (ii) Re-numbered clauses 2.5, 2.7, 2.8 and existing clauses 3.1, 6.1, 8.1 & 8.2 have been substituted by new ones. (iii) Clause 4.3 has been deleted. (iv) A new clause 9.4 has been added after clause 9.3 and the existing clause 9.4 re-numbered as 9.5.	16 September 1968.
7	IS: 1897-1962 Specification for copper strip for electrical purposes with drawn or rolled edges (0.50 mm to 1.50 mm Width)	S. O. 1760 dated 29 June 1963	No. 2 August 1968	(i) Clauses 0.5, 7.2.1 and 4.1 have been amended. (ii) Clause 7.2.2 has been substituted by a new one.	31 August 1968.
8	IS: 2209-1966 Specification for mortice locks (vertical type) First Revision).	S. O. 1759 dated 20 May 1967	No. 1 October 1968	Table I and Fig. 1 have been amended.	1 October 1968.
9	IS: 2830-1964 Specification for carbon steel billets for re-rolling into structural steel (standard quality).	S. O. 895 dated 20 March 1965	No. 3 September 1968	(i) Note under Table I has been substituted by a new one. (ii) Clause 9.1 has been amended. (iii) Clause 9.2 has been substituted by a new one.	1 October 1968.
10	IS: 2831-1964 Specification for carbon steel billets for re-rolling into structural steel (ordinary quality).	S. O. 618 dated 20 February 1965	No. 1 July 1968	(i) Note I under table I has been substituted by a new one. (ii) Clause 8.1 has been amended. (iii) Clause 8.2 has been substituted by a new one.	1 October 1968.
11	IS: 3374-1965 Specification for preformed galvanized steel wire ropes for aircraft controls.	S. O. 1922 dated 2 July 1966	No. 1 September 1968	Clause 1.1 has been substituted by a new one.	30 September 1968.

(1)	(2)	(3)	(4)	(5)	(6)
12	IS: 3522-1966 Method for estimation of common preservatives used in textile industry.	S. O. 3818 dated 17 December 1966	No. 1 September 1968	(page 20, clause 14.3, formula)— substitute $G = \frac{A \times 0.001 \times 5}{B} \text{ for } C = \frac{A \times 0.001 \times 5}{B}$	30 September 1968
13	IS: 4317 (Part I)—1967 Specification for aluminium electrolytic capacitors Part I General requirements and tests.	S. O. 520 dated 10 February 1968	No. 1 September 1968	Informal table in clause 6.3.1 has been substituted by a new one	30 September 1968

Copies of these amendment slips are available with the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) Novelty Chambers 'Grant Road' Bombay-7 (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13 (iii) Second Floor, Sathymurthy Bhavan, 54, General Patters Road, Madras (iv) 117/418-B, Sarvodaya Nagar, Kanpur & (v) Industrial Estate Administrative Building, Sanatnagar, Hyderabad.

[No. MD/13 : 5]

New Delhi, the 28th October 1968

S.O. 3966.—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as subsequently amended, the Indian Standards Institution hereby notifies that Seventy six licences, particulars of which are given in the Schedule hereto annexed have been renewed.

THE SCHEDULE

Serial No.	Licence No. and date	Period of Validity		Name and Address of the Licensee	Article/Process covered by the licence and the Relevant Indian Standard No.
		From	To		
(1)	(2)	(3)	(4)	(5)	(6)
1	CM/L-13 3-9-1956	1-9-1968	31-8-1969	M/s. Lallubhai Amichand Pvt. Ltd., 48/50, Kansara Chawl, Bombay-2.	Wrought Aluminium and Aluminium Alloy Utensils—IS: 21-1959.
2	CM/L-14 3-9-1956	1-9-1968	31-8-1969	The Metal Rolling Works Pvt. Ltd., 104, Sion-Matunga Estate, Sion, Bombay-22.	Wrought Aluminium and Aluminium Alloy Sheets, Strips and Circles—IS: 21-1959.
3	CM/L-96 18-9-1958	1-10-1968	30-9-1969	M/s. Travancore Titanium Products Ltd., Kochu Veli, Trivandrum-7.	Titanium Dioxide for Paints, Anatase (Type A)—IS: 411-1968.
4	CM/L-98 18-9-1958	1-10-1968	30-9-1969	M/s. Tata Fison Industries Ltd., Palluruthy, Cochin-5.	BHC dusting powders—IS: 561-1962.
5	CM/L-99 18-9-1958	1-10-1968	30-9-1969	M/s. Tata Fison Industries Ltd., Palluruthy, Cochin-5.	DDT dusting powders—IS: 564-1961.
6	CM/L-100 18-9-1958	1-10-1968	30-9-1969	The Central Trading Co. (P) Ltd., 29, Dum Dum Road, Calcutta-28.	Tea-chest plywood panels—IS: 10-1964.
7	CM/L-101 18-9-1958	1-10-1968	30-9-1969	The Travancore Timber and Products, Kottayam (Kerala State).	Tea-chest plywood panels—IS: 10-1964.
8	CM/L-143 24-9-1959	1-10-1968	30-9-1969	The Travancore Plywood Industries, Punalur (Kerala State).	Tea-chest plywood panels—IS: 10-1964.
9	CM/L-216 29-8-1960	1-9-1968	31-8-1971	M/s. Fort Gloster Industries Ltd., (Cable Division) 31, Chowringhee Road, Calcutta-16.	Rubber-insulated cables and flexible cords for electric power and lighting (250/440 and 650/1100 volts grades)—IS: 434 (Part I and II)-1964.

(1)	(2)	(3)	(4)	(5)	(6)
10	CM/L-224 16-9-1960	1-10-1968	[30-9-1969	M/s. Swaraj Plywood Works, Kottayam (Kerala State).	Tea-chests plywood panels—IS: 10-1964.
11	CM/L-450 30-8-1962	16-9-1968	15-9-1969	M/s. Coimbatore Premier Corpn. Pvt. Ltd., Patel Road, Coimbatore-9 having their Regd. Office at 34-Avanashi Road, Coimbatore-1.	Small AC and Universal Electric Motors with Class 'A' Insulation—IS: 996-1964.
12	CM/L-451 30-8-1962	16-9-1968	15-9-1969	M/s. Coimbatore Premier Corpn. Pvt. Ltd., Patel Road, Coimbatore-9 having their Regd. Office at 34-Avanashi Road, Coimbatore-1.	Three-phase induction motors upto 10 hp—IS: 325-1961.
13	CM/L-454 3-9-1962	16-9-1968	15-9-1969	M/s. J. D. Jones & Co. Ltd., 8, Danesh Sheikh Lane, Shibpore, Howrah having their Office at C/5, Gillander House, 8 Netaji Subhas Road, Calcutta.	(1) Graphite for Paints—IS: 62-1950 and (2) Graphite for use as foundry facing material—IS: 1305-1967.
14	CM/L-568 8-8-1963	1-9-1968	31-8-1969	M/s. Tata Fison Industries Ltd., Pandit Motilal Nehru Road, Jumna Kinara, Agra having their Office at Union Bank Bldg., Dalal Street, Fort, Bombay-1.	Copper Oxychloride Water Dispersible Powder Concentrates—IS: 1507-1966.
15	CM/L-569 8-8-1963	1-9-1968	31-8-1969	M/s. Tata Fison Industries Ltd., Pandit Motilal Nehru Road, Jumna Kinara, Agra having their Office at Union Bank Bldg., Dalal Street, Fort, Bombay-1.	Endrin Emulsifiable Concentrates—IS: 1310-1958.
16	CM/L-570 23-8-1963	16-9-1968	15-9-1969	M/s. Radio Electricals Mfg. Co. Ltd., Post Bag No. 6, Mysore Road, Bangalore-18.	(a) <i>PVC insulated cables</i> (i) Single core (unsheathed), 230/440 & 650/1100V with copper or aluminium conductors. (ii) Single core (PVC sheathed) 250/440 V, with copper conductors only. (iii) Circular twin, three & four cores (PVC sheathed) 250/440 & 650/1100 V with aluminium conductors only. (iv) Flat twin with or without earth continuity conductor (PVC sheathed) 650/1100V with copper or aluminium conductors.

(b) PVC insulated flexible cords

- (v) Twin twisted (unsheathed) $\left\{ \begin{array}{l} 250/440V \\ \text{with copper} \end{array} \right.$
 (vi) Circular twin three & four cores (PVC sheathed)—conductors only.
 IS: 694 (Parts I & II)-1964.

17	CM/L-575 30-8-1963	1-10-1968	30-9-1969	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, Distt. Durg (M.P.) having their Regd. Office at P.O. Hinoo, Ranchi.	Structural Steel (Fusion Welding Quality)—IS: 2062-1962.
18	CM/L-577 11-9-1963	1-10-1968	30-8-1969	M/s. Bharat Pulverising Mills Pvt. Ltd., 1074, Thiruvottiyur High Road, Madras-19.	Parathion Emulsifiable Concentrates—IS: 2129-1962.
19	CM/L-585 24-9-1963	1-10-1968	30-9-1969	M/s. Annapurna Pulverising Mills, Industrial Estate, Eluru (W.G. Distt.) A. P.	DDT Dusting Powders—IS: 564-1961.
20	CM/L-701 26-6-1964	16-7-1968	15-7-1969	M/s. Godrej Soaps Pvt. Ltd., Vihhroli, Bombay-79 having their Office at 316, Delisle Rd., Bombay-11.	(1) Stearic Acid, technical, grade 1 to 4, IS: 1675-1960 and (2) Oleic Acid technical, grade 3, IS: 1676-1960.
21	CM/L-755 12-8-1964	1-9-1968	31-8-1969	M/s. Moeshan Meakin Breweries Ltd., Mohan Nagar, Ghaziabad, Uttar Pradesh.	Malt Extract—IS: 2404-1963.
22	CM/L-760 21-8-1964	16-9-1968	15-9-1969	Barco Welding & Electrical Equipment Mfg. Co. Railway Road, Jullundur City.	Arc welding transformers single operator type, 380—440 volts up to 350 Amps., Max continuous Hand welding current—IS: 1851 (Part I)-1966.
23	CM/L-765 24-8-1964	1-9-1968	31-8-1969	The Punjab Steel Rolling Mills, Old Station, Baroda.	Structural Steel (Standard Quality)—IS: 226-1962.
24	CM/L-766 24-8-1964	1-9-1968	31-8-1969	The Punjab Steel Rolling Mills, Old Station, Baroda.	Structural Steel (Ordinary Quality)—IS: 1977-1962.
25	CM/L-774 24-8-1964	16-9-1968	15-9-1969	M/s. Angelo Brothers Ltd., 7 Ramgopal Ghose Road, Cossipore, Calcutta-2.	Shellac, machine made, grades D-1, D-2, II & III—IS: 16-1956.
26	CM/L-775 24-8-1964	16-9-1968	15-9-1969	M/s. Angelo Brothers Ltd., 7 Ramgopal Ghose Road, Cossipore, Calcutta-2.	Bleached Lac surface dry—IS: 17-1956.

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27	CM/L-778 27-8-1964	1-9-1968	31-8-1969	Oriental Power Cables Ltd., Cablenagar, Distt. Kota (Rajasthan).	Paper-insulated lead-sheathed cables (with aluminium conductors) for electricity supply up to and including 33 kV—IS : 692-1965.
28	CM/L-11101 17-6-1965	16-9-1968	15-9-1969	M/s. Jindal (India) Pvt. Ltd., Delhi Road, Hissar (Haryana).	Mild Steel Tubes—IS: 1239-1964.
29	CM/L-11122 6-8-1965	16-8-1968	15-8-1969	M/s. Cyanamid India Ltd., Atul Post Office Via Bulsar having their Office at 'The International, 16, Queen's Road, Bombay-1.	Malathion Emulsifiable Concentrates—IS: 2567-1963.
30	CM/L-11127 12-9-1965	1-9-1968	31-8-1969	M/s. Express Cables Private Ltd., P.O. Neora, Distt. Patna having their Head Office at 51 Stephan House, 4, Dalhousie Square East, Calcutta-1.	Hard-drawn stranded aluminium and steel cored aluminium conductors for overhead power transmission purposes—IS: 398-1961
31	CM/L-11130 25-8-1965	1-9-1968	28-2-1969	M/s. Sarvodaya Resin Works, (Prop. M/s. Prabhat General Agencies) of Jullundur Road, Hoshiarpur (Pb.)	Rosin (Gum Rosin) Types—Pale, Medium and Dark—IS: 553-1955.
32	CM/L-11131 27-8-1965	15-9-1968	15-9-1969	M/s. Traco cable Co. Ltd., Irimpanam, Thiruvankulam, Village Kanayannur Taluk, Ernakulam District, Kerala State.	(a) <i>PVC insulated cables.</i> (i) Single core (unsheathed) 250/440V, with copper or aluminium conductors. (ii) Single core (unsheathed) 650/1100 V, with aluminium conductors only. (iii) Single core (PVC sheathed) 650/1100 V, with aluminium conductors only. (b) <i>PVC insulated flexible cords.</i> (iv) Twin twisted (unsheathed) 650/110V, with copper conductors only—IS: 694 (Pt. I & II)—1964.
33	CM/L-11133 30-1-1965	16-9-1968	15-9-1969	M/s. Hindustan Steel Ltd., Bhilai Steel Plant, Bhilai-1, Distt. Durg (M.P.) having their Office at P.O. Hinoo, Ranchi.	Carbon steel bars for production of machined parts for general engineering purposes—IS: 2073-1962.

34	CM/L-1243 15-4-1966	16-6-1968	15-12-1968	M/s. Bharat Pulverising Mills Pvt. Ltd., Andheri-Kurla Road, Chakla, Andheri, Bombay-58 having their Office at Hexamer House, 28 Sayani Road, Bombay-28.	Methyl parathion emulsifiable concentrates—IS: 2865-1964.
35	CM/L-1294 30-6-1968	16-7-1968	15-7-1969	M/s. Welding Electrodes & Metallic Alloys Ltd., Plot No. 4, Kalwa Industrial Area, Thana-Belapur Road, Distt. Thana (Maharashtra State).	Covered electrodes for metal arc welding of mild steel, normal penetration type—IS: 814-1967.
36	CM/L-1320 30-8-1966	16-9-1968	15-9-1969	M/s. Entoma Insecticides & Agro Chemicals (Kerala) A-3, Shed, Industrial Estate, Olavakkot, Palghat-1 (Kerala State) having their Office at 1, Ram Kirpa Yakkara Road, Palghat-1 (Kerala State).	BHC Dusting powders—IS: 561-1962.
37	CM/L-1321 30-8-1966	16-9-1968	15-9-1969	M/s. Entoma Insecticides & Agro Chemicals (Kerala) A-3 Shed, Industrial Estate, Olavakkot, Palghat-1 (Kerala State) having their office at 1 Ram Kirpa Yakkara Road, Palghat-1 (Kerala State).	DDT Dusting powders—IS: 564-1961
38	CM/L-1328 6-9-1966	16-9-1968	15-9-1969	M/s. S. R. P. Tools Limited, Lattice Bridge, Thiruvannmiyur, Madras-41.	Milling cutters of one piece construction of the following types : (i) End mill (taper and parallel shank). (ii) Slot milling cutter—IS: 1830-1961.
39	CM/L-1329 6-9-1966	16-9-1968	15-9-1969	M/s. S.R.P. Tools Limited, Lattice Bridge, Thiruvannmiyur, Madras-41.	Reamers of one piece construction of the following types: (i) Chucking reamer with taper shank, (ii) Parallel hand reamer with parallel shank—IS: 1836-1961.
40	CM/L-1330 13-9-1966	16-9-1968	15-9-1969	General Trading Corporation, B-3/24, Model Town, Delhi having their Office at 1847, Electrical Market Behind State Bank of India, Chandni Chowk, Delhi-6.	Electric Iron, Non-Automatic Type, of voltage not Exceeding 250 Volts (450 and 600 Watts)—IS: 366-1965.
41	CM/L-1333 16-9-1966	16-9-1968	15-9-1969	M/s. Fort Gloster Industries Ltd. Bauria, S.E. Rly. having their Office at 31-Chowringhee Road, Calcutta-16.	Hard-drawn all aluminium conductors and steel-cored aluminium conductors for overhead power transmission purposes—IS: 398-1961.
42	CM/L-1354 30-11-1966	1-8-1968	31-7-1969	M/s. Bengal Sports Goods Industries Co-operative Society Ltd., of 45 B.T. Road, Baranagore, Calcutta-50.	Footballs, Volleyballs, Feskethalls and Water Polo Balls—IS: 417-1965.
43	CM/L-1355 30-11-1966	1-8-1968	31-7-1969	M/s. Bengal Sports Goods Industries Co-operative Society Ltd., of 45 B.T. Road, Baranagore, Calcutta-50.	Shuttle cocks—IS: 415-1963.

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44	CM/L-1403 3-3-1967	16-9-1968	15-3-1969	M/s. Indian Minerals Industries Ltd., Trenching Ground Approach Road, Agarpara, 24 Parganas, having their Office at 22/1, Dum Dum Road, Calcutta-2.	BHC Water dusting powders—IS: 562-1962.
45	CM/L-1416 27-3-1967	1-10-1968	30-9-1969	M/s. Delhi Iron & Steel Co. P. Ltd., Grand Trunk Road, Ghaziabad, Distt. Meerut.	Structural steel (standard quality)—IS : 226-1962.
46	CM/L-1417 27-3-1967	1-10-1968	30-9-1969	M/s. Delhi Iron & Steel Co. P. Ltd., Grand Trunk Road, Ghaziabad, Distt. Meerut.	Structural steel (Ordinary quality)—IS: 1977-1962.
47	CM/L-1474 13-7-1967	1-8-1968	31-7-1969	M/s. Goa Pesticides Private Ltd. Fatorda, Margao (Goa) having their Regd. Office at 'Chowgule House' Mormugao Harbour, Goa.	Dieldrin Emulsifiable Concentrates—IS: 1054-1962.
48	CM/L-1490 16-8-1962	16-8-1968	15-8-1969	M/s. Polypharm Pvt. Ltd., 29, Panchpakhadi Opp. Castle Mills, Khanna Compound, Agra Road, Thana Maharashtra having their Office at 8, Tamarind Lane, First Floor, Sprinder Bldg., Fort, Bombay-1.	Sulphuric acid, AR & Pure grades only—IS: 266-1961.
49	CM/L-1491 16-8-1967	16-8-1968	15-8-1969	M/s. Polypharm Pvt. Ltd., 29, Panchpakhadi, Opp. Castle Mills, Khanna Compound, Agra Road, Thana Maharashtra having their Office at 8, Tamarind Lane First Floor, Sprinder Bldg., Fort, Bombay-1.	Nitric acid, AR & pure grades only—IS 264-1950.
50	CM/L-1492 16-8-1967	16-8-1968	15-8-1969	M/s. Polypharm Pvt. Ltd., 29, Panchpakhadi, Opp. Castle Mills, Khanna Compound, Agra Road, Thana Maharashtra having their Office at 8, Tamarind Lane, First Floor, Sprinder Bldg., Fort, Bombay-1.	Hydrochloric acid, AR & pure grades only—IS: 265-1962.
51	CM/L-1494 22-8-1967	1-9-1968	28-2-1969	M/s. Cement Research Corporation Pvt. Ltd., 3, Gobinda Banerjee Lane, Calcutta-33 having their office at 15, Gobinda Banerjee Lane, Calcutta-33.	Integral cement waterproofing compounds—IS: 2645-1964.
52	CM/L-1495 22-8-1967	1-9-1968	31-8-1969	M/s. Central Insecticides & Fertilizers, Saki Naka Vihar Lake Road, Bombay-70.	Malathion water dispersible powder concentrates—IS: 2569-1963.
53	CM/L-1496 23-8-1967	1-9-1968	31-8-1969	M/s. Industrial Minerals & Chemical Company, Kuria Marol Road, Chakla, Andheri, Bombay-58 having their Office at 125, Narayan Dhuru Street, Nagdevi, Bombay-3.	DDT dusting powders—IS: 564-1961.

54	CM/L-1498 25-8-1967	1-9-1968	31-8-1969	M/s. Asian Cables Corpn. Ltd., Pokhram Road, Thana, Maharashtra State.	Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes. IS: 398-1961.
55	CM/L-1497 23-8-1967	1-9-1968	31-8-1969	M/s. Dhiraj Metal Works, 5 Mill Para, Rajkot-1 (Gujarat).	Wrought aluminium utensils SIC grade—IS: 21-1959
56	CM/L-1499 25-8-1967	1-9-1968	31-8-1969	M/s. Ra'aram & Brothers (lessees The Gwalior Maize Products Ltd.), Mhow-Necmuchi Road, Mandasaur (M.P.)	Maize starch for use in the cotton textile industries—IS: 1184-1957.
57	CM/L-1500 25-8-1967	1-9-1968	31-8-1969	M/s. Central Insecticides and Fertilizers, 110 Industrial Estate, Indore (M.P.)	Aldrin dusting powders—IS: 1308-1958.
58	CM/L-1501 27-8-1967	1-9-1968	28-2-1969	M/s. Selective Chemicals Pvt. Ltd., Ruvapuri Road, Bhavnagar, (Gujarat) having their office at Hexamer House, Sayani Road, Bombay-28.	BHC dusting powders—IS: 561-1962.
59	CM/L-1503 30-8-1968	1-9-1968	31-8-1969	M/s. Aeron Steel Rolling Mills, Pokhram Road, Majiwada Village (Distt. Thana) having their office at 24 Baroda Street, Bombay-9.	Structural steel (standard quality)—IS: 226-1962.
60	CM/L-1504 30-8-1968	1-9-1968	31-8-1969	M/s. Aeron Steel Rolling Mills, Pokhram Road, Majiwada Village (Distt. Thana) having their Office at 24 Baroda Street, Bombay-9.	Structural steel (Ordinary quality)—IS: 1977-1962.
61	CM/L-1507 1-9-1967	1-9-1968	31-8-1969	M/s. Containers & Closures Ltd., Gorifa(Naihati), 24 Parganas, West Bengal having their Office at 2 Fairlie Place, Calcutta-1.	Ungalvanized steel drums grade B 2, 20 and 25 litres capacity only—IS: 2552-1963.
62	CM/L-1510 8-9-1967	16-9-1968	15-9-1969	Associated Wires & Conductors Co. Private Ltd., Tanda Road, Jullundur City.	Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes—IS: 398-1961
63	CM/L-1511 8-9-1967	16-9-1968	15-3-1969	M/s. Hemu Productions (India), Mamooobhanja Street, Aligarh (U.P.)	Mortice locks (Verticle type)—IS: 2209-1966.
64	CM/L-1512 12-9-1967	16-9-1968	15-9-1969	M/s. Plava Chemicals, 3-C, Nelson Manicka Mudaliar Road, Aminjikarai, Madras-29.	DDT dusting powders—IS: 564-1961.
65	CM/L-1514 15-9-1967	16-9-1968	15-9-1969	M/s. Britannia Biscuit Co. Ltd., M.T.H. Road, Padi, Madras-50.	Biscuits (Excluding wafer biscuits)—IS: 1011-1957.
66	CM/L-1517 15-9-1967	16-9-1968	15-9-1968	M/s. Jayalakshmi Fertilizers, Venkatarayapuram, Tanku West Godawari Distt. (Andhra Pradesh)	BHC dusting powders—IS: 561-1962.

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67	GM/L-1518 15-9-1967	16-9-1968	15-9-1969	M/s. Jayalakshmi Fertilizers, Venkatarayapuram, Tanku West Godawari Distt. (Andhra Pradesh).	DDT water dispersible powders—IS: 565-1961.
68	GM/L-1519 15-9-1967	16-9-1968	15-9-1969	M/s. Jayalakshmi Fertilizers, Venkatarayapuram, Tanku West Godawari Distt. (Andhra Pradesh).	BHC Water dispersible powders—IS: 562-1962
69	GM/L-1520 15-9-1967	16-9-1968	15-9-1969	M/s. Jayalakshmi Fertilizers, Venkatarayapuram, Tanku West Godawari Distt. (Andhra Pradesh).	Endrin Emulsifiable concentrates—IS: 1310-1958.
70	GM/L-1521 15-9-1967	16-9-1968	15-9-1969	M/s. Tata Fison Industries Ltd., Plot No. 94, Industrial Estate, Ambattur, Madras-29.	DDT water dispersible powders—IS: 565-1961.
71	GM/L-1523 15-9-1967	16-9-1968	15-3-1969	M/s. National Agro Chemicals, Industrial Estate, Digba, Panna-I (Bihar).	Endrin Emulsifiable concentrates—IS: 1310-1958.
72	GM/L-1526 15-9-1967	16-9-1968	15-9-69	M/s. Insecticides & Allied Chemicals, Narayana-puram, Velachery High Road, Medavakkam P.O. Madras-45.	BHC dusting powders—IS: 561-1962.
73	GM/L-1527 15-9-1967	16-9-1968	15-9-1969	M/s. Insecticides and Allied Chemicals, Narayana-puram, Velachery High Road, Madavakkam P.O. Madras-45.	DDT dusting powders—IS: 564-1961.
74	GM/L-1528 15-9-1967	16-9-1968	15-9-1969	M/s. Mysore Insecticides Company Pvt. Ltd., No. 18, Vaidyanatha Mudali St. Tondiarpet, Madras-21 having their Office at No. 6 Linghi Chetty St. Madras-1.	Copper oxychloride water dispersible powder concentrates—IS: 1507-1966.
75	GM/L-1532 28-9-1967	1-10-1968	30-9-1969	The Rashtriya Engineering Works, (Registered) G.T. Road, Batala (Pb.)	Sand cast iron soil pipes, 50 mm, 75 mm and 100 mm sizes only IS: 1729-1964.
76	GM/L-1544 9-10-1967	16-10-1968	15-10-1969	The Hind Iron Foundry, Railway Road, Batala (Pb.)	Sand cast iron soil pipes upto 100 mm size—IS: 1729-1964.

[No. CMD/13: 12.]

S.O. 3961.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, the Indian Standards Institution hereby notifies that the Indian Standard (s) particulars of which are given in the Schedule hereto annexed, have been established during the period from 1 to 15 October, 1968 :

THE SCHEDULE

Serial No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards if any, superseded by the new Indian Standard	Brief Particulars
1	2	3	4
1	IS : 786-1967 Indian standard conversion factors and conversion tables (<i>first revision</i>).	IS : 786-1956 Conversion factors and conversion tables.	This standard gives conversion factors and conversion tables covering units of foot-pound system and units of weight of Indian origin and the metric units. The standard has been compiled with the specific object to assist trade and industry government departments, engineers, technologists, Scientists, students and others interested in quick and accurate inter-conversion of quantities. (Price Rs. 10.00).
2	IS : 1248-1968 Specification for direct acting electrical indicating instruments (<i>first revision</i>).	IS : 1248-1965 Specification for electrical indicating instruments	This standard covers the direct acting electrical indicating instruments (including the multirange instruments) (Price Rs. 12.50).
3	IS : 1376-1968 Specification for cotton sewing threads for aeronautical purposes (<i>first revision</i>).	IS : 1376-1959 Specification for cotton sewing thread bleached, for aeronautical purposes.	This standard prescribes constructional details and other particulars of 9 varieties of cotton sewing threads, unbleached, bleached, or dyed, used for aeronautical purposes. (Price Rs. 2.50).
4	IS : 1566-1967 Specification for harddrawn steel wire fabric for concrete reinforcement (<i>first revision</i>).	IS : 1566-1960 Specification for hard drawn steel wire fabric for concrete reinforcement.	This standard covers the requirements and the methods of test for hard drawn steel wire fabric for concrete reinforcement consisting of hard drawn steel wire with cross wires electrically welded to them (Price Rs. 5.00).
5	IS : 1586-1968 Method for Rockwell hardness test (b and c scales) for steel (<i>first revision</i>).	IS : 1586-1960 Methods for Rockwell hardness test (b and c scales) for steel.	This standard prescribes method of conducting Rockwell hardness test (b and c scales) for steel. (Price Rs. 3.50).
6	IS : 1691-1968 Specification for cast iron and mild steel flat pulleys (<i>first revision</i>).	IS : 1691-1960 Specification for cast iron and mild steel flat pulleys.	This standard covers the requirements for the cast iron and mild steel pulleys solid/splits with flat or crown face. (Price Rs. 5.00).

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| 7 | IS : 1860-1968 Code of practice for installation, operation and maintenance of electric passenger and goods lifts (<i>first revision</i>). | IS : 1860-1968 Code of practice for installation, operation and maintenance of electric passenger and goods lifts. | This standard covers the essential requirements, design considerations, testing and precautions to be exercised during installation of passenger and goods lifts operated by electric power, so as to ensure safe and satisfactory performance. It also lays down rules for proper maintenance after installation. (Price Rs. 12.00). |
| 8 | IS : 1969-1968 Method for determination of breaking load and elongation at break of woven textile fabrics (<i>first revision</i>). | IS : 1969-1968 Method for determination of breaking load and elongation at break of woven fabrics (by constant rate of traverse machine). | This standard prescribes methods for determination of breaking load and elongation at break of woven fabrics (conditioned or wet) using grab, ravelled-strip and cut-strip methods on constant-rate-of-loading, constant-rate of elongations and constant-rate of traverse machines (Price Rs. 4.00). |
| 9 | IS : 2298-1968 Specification for single barrel stirrup pump for fire fighting purposes (<i>first revision</i>). | IS : 2298-1963 Specification for single-barrel stirrup pump for fire fighting purposes. | This standard lays down the requirements regarding materials, design construction and performance of single barrel stirrup pump of continuous flow type used for fire fighting purposes. (Price Rs. 4.00). |
| 10 | IS : 2427-1968 Grading of continuous filament viscose rayon yarn and acetate yarn, bright and dull (<i>first revision</i>). | IS : 2427-1963 Specification for grading of continuous filament viscose rayon yarn and acetate yarn, bright and dull. | This standard prescribes a method of grading continuous filament viscose rayon yarn and acetate yarn, bright and dull, wound on packages. This standard is applicable only to single yarn of viscose and acetate rayon. (Price Rs. 8.50). |
| 11 | IS : 2488 (Part II)—1968 Methods of sampling and test for industrial effluents, Part II. | .. | This standard covers the methods of test for industrial effluents. In this part are covered methods of test for total <i>alpha</i> and <i>beta</i> radioactivity, total residual chlorine, fluorides, arsenic, barium, cadmium, chromium, copper, lead, mercury, nickel, selenium, silver and zinc. (Price Rs. 12.50). |
| 12 | IS : 3198-1968 Methods for sampling of cryolite and aluminium trifluoride. | .. | This standard lays down the procedure to be followed in collecting and preparing samples from a lot in order to determine the moisture content and the chemical composition of cryolite/aluminium trifluoride in the lot. It details the procedure for sampling of the mineral |

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			from conveyors, wagons, ship's holds and stock piles. This standard also includes a methods for reporting the quality of the bulk of the mineral sampled. (Price Rs. 4.00).
13	IS : 3400 (Part VIII)-1967 Methods of test for vulcanized rubbers Part VIII resistance to crackgrowth.	..	This standard prescribes a procedure for comparing the resistance of rubbers to crack-growth when subjected to repeated flexing or bending under specified conditions and known periods on the De Mattia type machine. (Price Rs. 2.50).
14	IS : 4513-1968 Specification for scissors, surgical dressing and stitch.	..	This standard covers the requirements for surgical dressing and stitch scissors (straight and curved (on flat) with blunt points or with sharp points and with blunt and sharp points in sizes of 130, 140, 150 and 180mm nominal lengths. (Price Rs. 2.50).
15	IS : 4526-1968 Specification for 2,5-Dichloroaniline	..	This standard prescribes the requirements and the methods of sampling and test for 2,5-Dichloroaniline. (Price Rs. 5.00).
16	IS : 4580-1968 Specification for brushes, shaving.	..	This standard prescribes the requirements and the methods of sampling and test for shaving brushes manufactured from nylon monofilaments or bristles. (Price Rs. 3.50).
17	IS : 4605-1968 Specification for steel shot for use in foundries.	..	This standard covers the requirements for steel shot abrasives for use in foundry blast cleaning processes. (Price Rs. 2.50).
18	IS : 4654-1968 Specification for paraffin wax.	..	This standard prescribes the requirements and methods of sampling and test for paraffin wax used for waxing paper, making candles, impregnating match sticks and for other general uses. (Price Rs. 7.00).
19	IS : 4662-1968 Methods for sampling of starch.	..	This standard prescribes the sampling apparatus, the methods of sampling, number of tests to be performed and the criteria for conformity of starch. (Price Rs. 2.50).

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20	IS : 4667 (Part I)-1968 Methods of chemical analysis of silver-copper brazing alloys Part I analysis for silver and copper.	..	This standard prescribes methods of chemical analysis for silver and copper in silver-copper brazing alloys (excluding grades BA-CuAgs) 7 & BA-CuAgs as specified in IS : 2927-1964, (Price Rs. 2.50).
21	IS : 4684-1968 Specification for edible groundnut flour (expeller pressed).	..	This standard prescribes the requirements and the method of sampling and test for edible groundnut flour from expeller pressed groundnut meal. (Price Rs. 9.50).
22	IS : 4686-1968 Specification for typewriter ribbon fabrics.	..	This standard prescribes the constructional details and other particulars of three varieties of cotton fabric used for typewriter ribbon. (Price Rs. 2.00).
23	IS : 4688-1968 Specification for proofed cotton duck gland packing.	..	This standard deals with the requirements and methods of tests for proofed cotton duck gland packing used for hydraulic services. (Price Rs. 2.00).
24	IS : 4694-1968 Basic dimensions for square threads.	..	This standard covers the basic profile and dimensions for square threads in three series in the diameter range 10 to 640 mm. (Price Rs. 5.00).
25	IS : 4695-1968 Basic dimensions for knuckle threads.	..	This standard covers the basic profile and dimensions for the knuckle threads in the diameter range 8 to 200mm (Price Rs. 2.00).
26	IS : 4696-1968 Basic dimensions for saw tooth threads.	..	This standard covers the basic profile and dimensions for saw tooth threads in three series in the diameter range 10 to 640 mm. (Price Rs. 4.00).
27	IS : 4697-1968 Methods of measurements on Geiger-Müller counter tubes.	..	This standard covers the methods of measurements on Geiger-Müller counter tubes (Price Rs. 6.00).
28	IS : 4700-1968 Quality tolerances for water for fermentation industry.	..	This standard prescribes the quality tolerances for water used in fermentation industry (brewing, distillery antibiotics and citric acid manufacture). Price Rs. 2.00)
29	IS : 4703-1968 Methods of chemical analysis of silver-manganese brazing alloys.	..	This standard prescribes methods for determining silver and manganese content in silver manganese (heat-resistant) brazing alloys specified in IS : 2927-1964. (Price Rs. 2.00).

1	2	3	4
30	IS : 4705-1968 Specification for dental mercury.	..	This standard specifies requirements for mercury used in the preparation of dental amalgam. (Price Rs. 2.00).
31	IS : 4706-1968 Methods of test for edible starches.	..	This standard specifies the methods commonly used for testing of edible starches. (Price Rs. 7.50).
32	IS : 4712-1968 Dimensions for forged steel socket-welding fittings.	..	This standard lays down the dimensions of forged steel socket-welding fittings. (Price Rs. 2.00).
33	IS : 4715-1968 Specification for excavators, dental, No. Ex. 1/2, 3/4, 5/6, 7/8, 9/10, 11/12 and 13/14.	..	This standard specifies the requirements of double ended dental excavators No. Ex. 1/2, 3/4, 5/6, 7/8, 9/10, 11/12 and 13/14 (Price Rs. 4.00).
34	IS : 4717-1968 Specification for zinc oxide self-adhesive plaster.	..	This standard covers requirements pertaining to material construction and performance of zinc oxide self-adhesive plaster. (Price Rs. 4.00).
35	IS : 4719-1968 Specification for wire-woven rayon fabric for radar-responsive target sleeves.	..	This standard prescribes the requirements of wire-woven rayon fabric for use in the fabrication of radar-responsive target sleeves (Price Rs. 2.00).
36	IS : 4737-1968 Specification for chromite for chemical industries.	..	This standard prescribes the requirements and the methods of sampling and test for chromite for chemical industries. (Price Rs. 4.00).
37	IS : 4738-1968 Specification for plaster of paris bandage.	..	This standard covers the requirements pertaining to material construction and performance of plaster of paris bandage. (Price Rs. 2.50).
38	IS : 4740-1968 Code of practice for packaging of steel tubes.	..	This code lays down recommended practices for packaging of steel tubes. This code shall not be applicable to precision and special purposes steel tubes. (Price Rs. 2.00).

These Indian Standards are available for sale with the Indian Standards Institution, 'Manak Bhavan', 9 Bahadur Shah Zafar Marg, New Delhi-1 and also its branch offices at (i) 534, Sardar Vallabhbhai Patel Road, Bombay-7, (ii) Third and Fourth Floors, 5 Chowringhee Approach, Calcutta-13, (iii) Second Floor, Sathymurthy Bhavan, 54 General Patters Road, Madras (iv) 117/418-B Sarvodaya Nagar, Kanpur, (v) 5-9-201/2, Chirag Ali Lane, Hyderabad-1.

[No. CMD/13:2.]

(DR. A. K. GUPTA,
Deputy Director General,

MINISTRY OF FINANCE
(Department of Economic Affairs)

New Delhi, the 30th October 1968

S.O. 3962.—Statement of the Affairs of the Reserve Bank of India, as on the 25th October, 1968

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid up	5,00,00,000	Notes	28,25,02,000
		Rupee Coin	4,27,000
Reserve Fund	80,00,00,000	Small Coin	4,07,000
		Bills Purchased and Discounted :—	
National Agricultural Credit (Long Term Operations) Fund .	143,00,00,000	(a) Internal . . . . .	..
		(b) External . . . . .	..
		(c) Government Treasury Bills	226,18,67,000
National Agricultural Credit (Stabilisation) Fund	33,00,00,000	Balances Held Abroad*	102,40,35,000
		Investments**	115,45,44,000
National Industrial Credit (Long Term Operations) Fund .	55,00,00,000	Loans and Advances to :—	
		(i) Central Government . . . . .	..
		(ii) State Governments@	98,49,05,000
Deposits :—		Loans and Advances to :—	
(a) Government		(i) Scheduled Commercial Banks†	30,24,90,000
		(ii) State Co-operative Banks††	209,73,60,000
		(iii) Others	3,45,28,000

(i) Central Government	58,67,03,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund:—	
(ii) State Governments	4,40,86,000	(a) Loans and Advances to:—	
(b) Banks:—		(i) State Governments	31,61,59,000
(i) Scheduled Commercial Banks	135,58,33,000	(ii) State Co-operative Banks	14,96,12,000
(ii) Scheduled State Co-operative Banks	5,60,02,000	(iii) Central Land Mortgage Banks . . . . .	..
(iii) Non-Scheduled State Co-operative Banks	56,67,000	(b) Investment in Central Land Mortgage Bank Debentures	8,53,61,000
(iv) Other Banks	30,46,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund	
(c) Others	322,18,58,000	Loans and Advances to State Co-operative Banks	5,32,94,000
Bills Payable	30,87,95,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund:—	
Other Liabilities	41,11,77,000	(a) Loans and Advances to the Development Bank	6,18,23,000
		(b) Investment in bonds/debentures issued by the Development Bank . . . . .	..
		Other Assets	34,38,53,000
	Rupees 915,31,67,000		Rupees 915,31,67,000

*Includes Cash, Fixed Deposits and Short-term Securities.

**Excluding Investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 8,84,08,000 advanced to scheduled commercial banks against usance bills under Section 17(4)(c) of the Reserve Bank of India Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Dated the 30th day of October, 1968.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 25th day of October, 1968.

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	28,25,02,000		Gold Coin and Bullion:—		
Notes in circulation	3209,25,66,000		(a) Held in India	115,89,25,000	
			(b) Held outside India . . . . .	..
TOTAL Notes issued		3237,50,68,000	Foreign Securities	226,42,00,000	
			TOTAL		342,31,25,000
			Rupee Coin		82,14,75,000
			Government of India Rupee Securities		2813,04,68,000
			Internal Bills of Exchange and other Commercial paper . . . . .		..
TOTAL LIABILITIES		3237,50,68,000	TOTAL ASSETS		3237,50,68,000

(Sd.) L. K. JHA,
Governor.

Dated the 30 day of October 1968.

[No. F. 3(3)-BC/68.]

New Delhi, the 31st October 1968

S.O. 3963.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Central Bank of India Ltd., Bombay, in respect of the property, viz., 'Taj' building held by it in Bombay, till the 15th March 1968.

[No. F. 15(6)-BC/68.]

—V. SWAMINATHAN, Under Secy.

MINISTRY OF INDUSTRIAL DEVELOPMENT AND COMPANY AFFAIRS

(Department of Industrial Development)

ORDER

New Delhi, the 29th October 1968

S.O. 3964.—In exercise of the powers conferred by section 5 of the Industries (Development and Regulation) Act, 1951 (65 of 1951) read with rule 4 of the Central Advisory Council (Procedural) Rules, 1952, the Central Government hereby appoints the undermentioned persons to be members till the 3rd November, 1969, of the Central Advisory Council of Industries established by the Order of the Government of India in the Ministry of Industrial Development and Company Affairs (Department of Industrial Development) S.O. 4044 dated the 4th November, 1967, as subsequently amended by No. S.O. 463 dated the 17th January, 1968 and No. S.O. 1320 dated the 3rd April, 1968, and directs the following amendment shall be made in the said Order, namely:—

In the said Order, after entry No. 29 relating Shri Ishaq Sambhali, M.P. the following entries shall be added, namely:—

"30. Shri K. T. Chandy, Chairman, Hindustan Steel Ltd, P. O. Hinoo, Ranchi (Bihar).

31. Shri G. B. Newalkar, Chairman, Maharashtra Small Scale Industries Development Corporation Ltd., Bombay Life Building, 5th Floor, 45, Veer Nariman Road, Bombay-1 BK."

[No. 1(5)Lic.Pol./67.]

R. C. SETHI, Under Secy.

ELECTION COMMISSION OF INDIA

ERRATUM

The date of Order No. RJ-HP/3/67(6) of the Election Commission of India, S.O. 2894 published in the Gazette of India Part II—Sec 3 Sub section (ii), dated the 31st August, 1968 at page 3895, should be "26th July 1968" instead of "19th July, 1968".

